

CITY COUNCIL

AGENDA

November 4, 2002 – 6:45 PM
Council Board Room/Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3300

CALL TO ORDER – Council Board Room **1**

ROLL CALL **1**

- 1 Suspend City Council Rules #5 and #15 1
- 2 Technical Review of Items on the Agenda of the November 4, 2002 Regular City Council Meeting. *No Decisions Will Be Made.* 2

RECESS: Recess Meeting at 7:25 PM to be Reconvened at 7:30 PM in the Council Chambers **2**

Invocation & Pledge Of Allegiance – Pastor Brad Shirley – Zion Christian Church **2**

PUBLIC HEARINGS **2**

- C-1 Proposed Zoning Ordinance Text Amendment (ZOTA 193) – Article XXXIX – Environmental Provisions - Walls – 39.10.00) 2

PUBLIC COMMENT: **3**

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NOTICE: People with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk at (248) 524-3316 or via e-mail at clerk@ci.troy.mi.us at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

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PUBLIC COMMENT 16

CALL TO ORDER – Council Board Room

ROLL CALL

Mayor Matt Pryor
Robin Beltramini
Cristina Broomfield
David Eisenbacher
Martin F. Howrylak
David A. Lambert
Anthony N. Pallotta

1 Suspend City Council Rules #5 and #15

Suspend City Council Rules #5 - Order of Business

Resolution #2002-11-
Moved by
Seconded by

RESOLVED, That the City Council suspend the Rules of Procedure #5, Order of Business, to allow for discussion on the Technical Review of Items on the Agenda of the November 4, 2002 Regular City Council Meeting. No decisions will be made.

Yes:
No:

Suspend City Council Rules #15 - Visitors

Resolution #2002-11-
Moved by
Seconded by

RESOLVED, That the City Council suspend the Rules of Procedure #15, Visitors, to eliminate visitor discussion on the Technical Review of Items on the Agenda of the November 4, 2002 Regular City Council Meeting.

Yes:
No:

-
- 2** Technical Review of Items on the Agenda of the November 4, 2002 Regular City Council Meeting. *No Decisions Will Be Made.*

RECESS: Recess Meeting at 7:25 PM to be Reconvened at 7:30 PM in the Council Chambers

Invocation & Pledge Of Allegiance – Pastor Brad Shirley – Zion Christian Church

PUBLIC HEARINGS

-
- C-1** Proposed Zoning Ordinance Text Amendment (ZOTA 193) – Article XXXIX – Environmental Provisions - Walls – 39.10.00)

City Management requests a 5-minute presentation regarding this item.

Suggested Resolution

Resolution #2002-11

Moved by

Seconded by

(a) Resolution for Denial as Recommended by City Management

RESOLVED, That the revisions to Section 39.10.00 of the Troy Zoning Ordinance (ZOTA #193) regarding Environmental Provisions (Walls) as recommended by the Planning Commission is hereby **DENIED**; and

BE IT FURTHER RESOLVED, That City Management is directed to meet with the Planning Commission to propose alternative ordinance revisions regarding screen walls that would give the Planning Commission more authority in determining effective screening methods as part of the development plan approval process as delineated in the Memorandum from the City Manager, dated October 29, 2002.

OR

(b) Resolution for Approval as Recommended by the Planning Commission

RESOLVED, That the revisions to Section 3.10.00 of the Troy Zoning Ordinance (ZOTA #193) regarding Environmental Provisions (Walls) as recommended by the Planning Commission is hereby **APPROVED**.

Yes:

No:

PUBLIC COMMENT:

A. Items on the Current Agenda

Any person not a member of the Council may address the Council with recognition of the Chair, after clearly stating the nature of his/her inquiry. No person not a member of the Council shall be allowed to speak more than twice or longer than five (5) minutes on any question, unless so permitted by the Chair. The Council may waive the requirements of this section by a majority of the Council Members. Consistent with Order of Business #11, the City Council will move forward the specific Business Items which audience members would like to address. The Mayor shall announce the items which are to be moved forward and will ask the audience if there are any additional items which they would like to address. All Business Items that members of the audience would like to address will be brought forth and acted upon at this time. Items will be taken individually and members of the audience will address council prior to council discussion of the individual item.

B. Items Not on the Current Agenda

After Council is finished acting on all Business Items that have been brought forward, the public is welcome to address the Mayor and Council on items that are specifically not on the agenda. (Article 15)

CONSENT AGENDA

The Consent Agenda includes items of a routine nature and will be approved with one motion. That motion will approve the recommended action for each item on the Consent Agenda. Any Council Member may remove an item from the Consent Agenda and have it considered as a separate item. Any item so removed from the Consent Agenda shall be considered after other items on the consent business portion of the agenda have been heard. (Rules of Procedure for the City Council, Article 13, as amended May 6, 2002.)

E-1 Approval of Consent Agenda

Suggested Resolution

Resolution #2002-11

Moved by

Seconded by

RESOLVED, That all items as presented on the Consent Agenda are hereby **APPROVED** as presented with the exception of Item(s) _____, which shall be considered after Consent Agenda (E) items, as printed.

Yes:

No:

E-2 Minutes: Regular Meeting of October 21, 2002 and Special Meeting of October 21, 2002Suggested Resolution

Resolution #2002-11

RESOLVED, That the Minutes of the 7:30 PM Regular Meeting of October 21, 2002 and the Minutes of the 6:45 PM Special Meeting of October 21, 2002 be **APPROVED** as submitted.

E-3 Proposed City of Troy ProclamationsSuggested Resolution

Resolution #2002-11

RESOLVED, That the following City of Troy Proclamations, be **APPROVED**:

- (a) Michigan Recycles Day in Troy – November 15, 2002
- (b) Recognition of Shirley Darge – Lifetime Achievement Award Recipient

E-4 Private Agreement for Hanover Extension – Project No. 02.920.3Suggested Resolution

Resolution #2002-11

RESOLVED, That the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and RTW Building, LLC is hereby **APPROVED** for the installation of sanitary sewer, water main and paving on the site and in the adjacent right-of-way, and the Mayor and City Clerk are authorized to execute the documents, a copy of which shall be attached to the original Minutes of this meeting.

E-5 Approval of Contract with MDOT for Milling and Resurfacing of I-75 from 13 Mile to M-59 – Project No. 02.110.6Suggested Resolution

Resolution #2002-11

RESOLVED, That the contract between the Michigan Department of Transportation and the City of Troy for the milling and resurfacing work on I-75 from 14 Mile to Adams Road, is hereby **APPROVED** with an estimated cost to the City of Troy in the amount of \$29,300.00, and the Mayor and City Clerk are authorized to execute the agreement.

E-6 Standard Purchasing Resolution 2: Bid Award – Lowest Acceptable Bidders - Water System MaterialsSuggested Resolution

Resolution #2002-11

RESOLVED, That contracts to provide one-year requirements of Water System Materials are hereby **AWARDED** to the lowest acceptable bidders meeting specifications, SLC Meter Service, Vanderlind & Son, Inc., East Jordan Iron Works, US Filter, Inc., and Etna Supply Company, at unit prices contained in the bid tabulation opened October 4th, 2002 at an estimated total cost of \$44,450.00, a copy of which shall be attached to the original Minutes of this meeting.

E-7 SMART Dial-A-Ride Service AgreementSuggested Resolution

Resolution #2002-11

RESOLVED, That the request that the City transfer Municipal Credit funds in the amount of \$76,084.00 and Community Credit funds in the amount of \$94,827.00 to SMART for the operation of Dial-A-Ride is hereby **APPROVED** and the Mayor and the City Clerk are authorized to execute the documents, and copies shall be attached to the original Minutes of this meeting.

E-8 Request for Approval to Set a Public Hearing Date for the Brownfield Redevelopment Plan #3 Public HearingSuggested Resolution

Resolution #2002-11

RESOLVED, That the Troy City Council **APPROVE** the Public Hearing date and notice for Brownfield Plan #3, to be held on December 2, 2002.

REGULAR BUSINESS

Persons interested in addressing the City Council on items, which appear on the printed Agenda, will be allowed to do so at the time the item is discussed upon recognition by the Chair (during the public comment portion of the agenda item's discussion). Other than asking questions for the purposes of gaining insight or clarification, Council shall not interrupt members of the public during their comments. For those addressing City Council, petitioners shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of Council and all other interested people, their time may be limited to not more than twice nor longer than five (5) minutes on any question, unless so permitted by the Chair, in accordance with the Rules of Procedure of the City Council, Article 15, as amended May 6, 2002. Once discussion is brought back to the

Council table, persons from the audience will be permitted to speak only by invitation by Council, through the Chair.

F-1 Appointments to Boards and Committees: (a) Act 78 – Civil Service Commission; (b) Advisory Committee for Persons w/Disabilities; (c) Animal Control Appeal Board; (d) CATV Advisory Committee; (e) Ethnic Community Issues Advisory Committee; (f) Planning Commission; and (g) Troy Daze

The appointment of new members to all of the listed board and committee vacancies will require only one motion and vote by City Council. Council members submit recommendations for appointment. When the number of submitted names exceed the number of positions to be filled, a separate motion and roll call vote will be required (current process of appointing). Any board or commission with remaining vacancies will automatically be carried over to the next Regular City Council Meeting Agenda.

The following boards and committees have expiring terms and/or vacancies. Bold red lines indicate the number of appointments required:

Suggested Resolution

Resolution #2002-11

Moved by

Seconded by

RESOLVED, That the following persons are hereby **APPOINTED** by the City Council to serve on the Boards and Committees as indicated:

Act 78 Civil Service Commission

Mayor, Approved by Council (1)- 6 years

Police/Fire Departments (1) – 6 years

Civil Service (1) – 6 years

David Cannon (On Military leave)

Term expires 4-30-2006

Temporary replacement for up to one year

CURRENT MEMBERS

NAME	TERM EXPIRES
David Cannon	Apr. 30, 2006
Donald E. McGinnis, Jr Ch. - (Police/Fire)	Apr. 30, 2004
Patrick Daugherty - (Civil Service)	Apr. 30, 2008

INTERESTED APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
David J Easterbrook	9/25/01/9/2003	10/01/01
Norman (Don) Michaelson	10/30/0/	11/04/02
Brian M Powers	10/15/02/10/2004	10/21/02
Robert F Rogowski	11/14/01/11/2003	12/17/01
Christopher A Sobota	2/14/02/2/2004	2/18/02
Peter Ziegenfelder	12/07/00/6/11/01	12/18/00 - 07/09/11

Advisory Committee for Persons w/Disabilities

Approved by Council (9)- 3 years

Term expires 7-01-2003 (Student)

Leonard Bertin (Wishes to be reappointed)

Term expires 11-01-05

Angela Done (Wishes to be reappointed)

Term expires 11-01-05

Kul B Gauri (Wishes to be reappointed)

Term expires 11-01-05

CURRENT MEMBERS

NAME	TERM EXPIRES
Susan Burt (Alternate)	Nov. 1, 2003
Angela Done	Nov. 1, 2002
Nancy Johnson	Nov. 1, 2003
Leonard Bertin	Nov. 1, 2002
Pauline Manetta (Alternate)	Nov. 1, 2003
Dick Kuschinsky	Nov. 1, 2004
Theodora House	Nov. 1, 2003
Sharon Lu (Student)	July 1, 2002
Dorothy Ann Pietron	Nov. 1, 2004
Nada Raheb (Student)	July 1, 2003
John J. Rodgers	Nov. 1, 2003
Cynthia Buchanan	Nov. 1, 2004
Kul B. Gauri	Nov. 1, 2002
Jayshree Shah (Alternate)	Nov. 1, 2003

INTERESTED APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
None on file.		

INTERESTED STUDENT APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
None on file.		

Animal Control Appeal Board

Appointed by Council (5)- 3 years

Warren Packard (Resigned)

Term expires 9-30-2003

CURRENT MEMBERS

NAME	TERM EXPIRES
Harriet Barnard, Ch	Sept. 30, 2005
Leith Gallaher	Sept. 30, 2003
Kathleen Melchert	Sept. 30, 2004
Warren Packard (Resigned)	Sept. 30, 2003

Jayne Saeger	Sept. 30, 2005
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INTERESTED APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
Larue, Patricia M	8/12/02 - 8/2004	8/19/02

CATV Advisory Committee

Appointed by Council (7)- 3 years

Michael J Farrug

Term expires 11-30-2005

CURRENT MEMBERS

NAME	TERM EXPIRES
Alex Bennett	Sept. 30, 2003
Jerry L. Bixby	Feb. 28, 2003
Michael J Farrug	Nov. 30, 2002
Richard Hughes	Feb. 28, 2003
Monika Sata (Student)	July 01, 2003
Penny Marinos	Feb. 28, 2004
W. Kent Voigt	Feb. 28, 2004
Bryan H. Wehrung	Feb. 28, 2005

INTERESTED APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
Butt, Shazad	7/13/00/6/26/01/5/2003	8/07/00 - 7/09/01
Manzon, Alan	6/04/02/6/2004	6/17/02
Minnick, Richard D II	4/29/02/4/2004	5/06/02
Powers, Brian M	10/15/02/10/2004	10/21/02

INTERESTED STUDENT APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
None on file.		

Ethnic Community Issues Advisory Committee

Approved by Council (9)- 3 years

Term expires 9-30-2005

Term expires 9-30-2005

Term expires 9-30-2005

Term expires 9-30-2005

CURRENT MEMBERS

NAME	TERM EXPIRES
Anju C. Brodbine	Sept. 30, 2005
Dhimant Chhaya	Sept. 30, 2005
Brian S Griffen	Sept. 30, 2005

Tom Kaszubski	Sept. 30, 2005
Victoria Lang	Sept. 30, 2005

INTERESTED APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
Haight, Melissa	10/18/02/ 10/2004	11/04/02
Hashmi, Amin	8/22/02	9/09/02
Kuppa, Padma	5/21/02	9/09/02
Shah, Oniell	8/07/02	9/23/02
Robele, Hailu S	10/22/02/ 10/2004	11/04/02

Planning Commission

Appointed by Council (9) – 3 years

Term expires 7-01-2003 (Student)

CURRENT MEMBERS

NAME	TERM EXPIRES
Gary G. Chamberlain	Dec. 31, 2002
Jordan C. Keoleian (Student)	July 01, 2002
Dennis A. Kramer	Dec. 31, 2003
Larry Littman	Dec. 31, 2004
Cynthia Pennington BZA Rep	Dec. 31, 2002
James H. Starr	Dec. 31, 2002
Walter A. Storrs, III	Dec. 31, 2003
Mark J Vleck	Dec. 31, 2004
David T. Waller BZA Alt	Dec. 31, 2003
Wayne C. Wright	Dec. 31, 2004

INTERESTED STUDENT APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
None on file		

Troy Daze

Appointed by Council (9) – 3 years

William F Hall (Wishes to be reappointed)

Term expires 11-30-2005

Kessie Kaltsounis (Wishes to be reappointed)

Term expires 11-30-2005

Robert S Preston (Wishes to be reappointed)

Term expires 11-30-2005

CURRENT MEMBERS

NAME	TERM EXPIRES
Robert A Berk	Nov. 30, 2003
Sue Bishop	Nov. 30, 2004

Jim D Cyrulewski	Nov. 30, 2004
Cecile Dilley	Nov. 30, 2004
William F Hall	Nov. 30, 2002
Kessie Kaltsounis	Nov. 30, 2002
Cheryl Kaszubski	Nov. 30, 2003
Robert S Preston	Nov. 30, 2002
Jeffrey Stewart	Sept. 30, 2003
Richard L Tharp	Nov. 30, 2003
Jessica Zablocki (Student)	July 01, 2003

INTERESTED APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
Grinnell, Eric S	4/23/01	4/23/01
Hashmi, Amin	8/22/02/8/2004	
Huber, Laurie G	9/22/00/6/18/01/5/2003	9/22/00 - 7/09/01
Kovacs, Meaghan	1/08/01/1/2003	1/22/01
Pietron, Dorothy Ann	7/10/01/7/2003	7/23/01
Wells, Alexandra	8/22/02/8/2004	9/09/02

Yes:

No:

F-2 Closed SessionSuggested Resolution

Resolution #2002-11

Moved by

Seconded by

RESOLVED, That the City Council of the City of Troy shall meet in Closed Session as permitted by State Statute MCLA 15.268, Section (e), Bogush v. Troy; Troy v. Walker; Troy v. Corazza and Rhese, after adjournment of this meeting.

Yes:

No:

F-3 Environmental Infrastructure Fund ReimbursementSuggested Resolution

Resolution #2002-11

Moved by

Seconded by

WHEREAS, Oakland County has established an Environmental Infrastructure Fund Program to assist Oakland County municipalities; and

WHEREAS, This Environmental Infrastructure Fund Program authorizes Oakland County municipalities to be reimbursed for eligible expenses incurred in connection with environmental

improvements relating to ground and/or surface water, water supply, sewer and/or drainage systems and/or water pollution control efforts incurred as part of a municipal road project; and

WHEREAS, The City of Troy is seeking reimbursement for eligible projects under Oakland County's Environmental Infrastructure Fund Program; and

WHEREAS, The City of Troy is committed to implementing the storm drainage improvements listed as part of the Master Storm Drainage Plan Update prepared by Hubbell, Roth and Clark, Inc.

NOW, THEREFORE, BE IT RESOLVED, That the reimbursement from the Oakland County Environmental Infrastructure Fund Program will be dedicated to the Capital Drains account to fund the projects listed as part of the Master Storm Drainage Plan Update.

Yes:

No:

F-4 Proposed Revision to Chapter 78 Regarding Residential Development Entranceway Signs

Suggested Resolution

Resolution #2002-11

Moved by

Seconded by

RESOLVED, That an amendment to Section 7.01.01 of Chapter 78 of the City Code, Signs in Right-of-Way, is hereby **APPROVED**, and a copy shall be attached to and made a part of the original Minutes of this meeting.

Yes:

No:

F-5 In-House Web Hosting

Suggested Resolution

Resolution #2002-11

Moved by

Seconded by

RESOLVED, That the project for In-house Web Hosting is hereby **APPROVED** including associated vendors/contracts and costs as contained in Appendix A at an estimated total project cost of \$66,529.00 with recurring annual estimated costs of \$18,535.00, a copy of which shall be attached to the original Minutes of this meeting.

Yes:

No:

F-6 Annual BanquetsSuggested Resolution

Resolution #2002-11

Moved by

Seconded by

RESOLVED, That _____ will act as Chairperson and official host and master of ceremonies that evening and work with the Community Affairs Department to ensure a first class event for the Annual 2002 Boards & Committees Appreciation Banquet (March 1, 2003); and

BE IT FURTHER RESOLVED, That _____ will act as Chairperson and official host and master of ceremonies that evening and work with the Community Affairs Department to ensure a first class event for the Annual Fire Fighters Appreciation Banquet (May 17, 2003).

Yes:

No:

F-7 Request for Recognition as a Nonprofit Organization Status from Standard Federal Bank for the Purpose of Obtaining a Charitable Gaming LicenseSuggested Resolution

Resolution #2002-11

Moved by

Seconded by

RESOLVED, That the request from the Standard Federal Bank, Michigan, County of Oakland, asking that the Don Bush Children's Fund be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming licensed be **APPROVED** as recommended by City Management.

Yes:

No:

F-8 Request for Authority to Participate in Tax LitigationSuggested Resolution

Resolution #2002-11

Moved by

Seconded by

WHEREAS, The City of Southfield has requested the City of Troy to contribute an amount not to exceed \$10,000.00 to enable the City of Southfield to challenge the constitutionality of the State Statute (MCL 211.34d(1)(h)(iii)), which mandates decreases in taxable value for losses in occupancy; and

WHEREAS, Pursuant to WPW Acquisitions v. City of Troy, communities are precluded from positive adjustments due to increases in occupancy which exceed the property tax cap of Proposal A; and

WHEREAS, The Michigan Tax Tribunal is willing to hold all 2002 appeals involving the above referenced State Statute (MCL 211.34d(1)(h)(iii)) in abeyance until the conclusion of the Southfield litigation; and

WHEREAS, The City of Troy will receive at least bi-monthly updates on the status of the litigation from the attorneys representing the City of Southfield; and

WHEREAS, The City of Troy will receive a proportionate refund if the litigation is completed for less than \$150,000.00.

NOW, THEREFORE, BE IT RESOLVED, That the City of Troy authorizes the expenditure of an amount not to exceed \$10,000.00 for participation in the City of Southfield's tax litigation challenging the constitutionality of the state statute that mandates decreases in taxable value for losses in occupancy.

Yes:

No:

F-9 Cost Share for Dredging Detention Basin

Suggested Resolution

Resolution #2002-11

Moved by

Seconded by

RESOLVED, That the City of Troy will **SHARE** equally with the City of Sterling Heights the cost of removing approximately 23,000 cubic feet of sediment to restore the capacity of a detention basin located southeast of the intersection of Long Lake and Dequindre in Sterling Heights that receives flow from the Nelson and Gibson Drains located in Sections 11, 12, and 13 in the City of Troy. The City of Troy's share of the estimated \$975,000.00 cost including construction engineering, inspection, testing and contingency would be 50% of the project cost not to exceed \$487,500.00. Funds are available for the City of Troy's share of this project in the 2002/03 Capital Drains Fund, account number 401516.7989.1000. The Drains Fund would be reimbursed from the City of Troy's share of Oakland County's Environmental Infrastructure Fund.

Yes:

No:

F-10 Engineering Proposal for Sylvan Glen Golf Course Streambank StabilizationSuggested Resolution

Resolution #2002-11

Moved by

Seconded by

WHEREAS, Hubbell, Roth & Clark in accordance with the general engineering contract, was authorized by City Council Resolution No. 2002-06-379, dated June 17, 2002 to provide engineering services to the City of Troy; and

WHEREAS, There is a need to investigate the choices for stabilizing the Streambank areas for the Sylvan Glen Golf Course to help reduce the erosion and sediment.

NOW, THEREFORE, BE IT RESOLVED, That the City of Troy is providing **AUTHORIZATION** to proceed with the engineering proposal from Hubbell, Roth & Clark to prepare the study and Streambank stabilization alternatives for the Sylvan Glen Golf Course at a cost of \$36,212.40 plus an additional 10% of the project cost for contingencies.

Yes:

No:

F-11 Coolidge Road Reconstruction Project, Maple Road to South City Limits – Fourth Addendum to Contract – Grand Sakwa Consent Judgment – Project No. 00.112.3Suggested Resolution

Resolution #2002-11

Moved by

Seconded by

RESOLVED, That Addendum No. 4 – Coolidge Road Reconstruction Project, Maple Road to South City Limits, is hereby **APPROVED** in the amount of \$125,329.88 and that Grand Sakwa and the City of Troy will share \$3,743,185.28 equally since Grand Sakwa has agreed to pay for half the cost of various items in the addendums and increase the equal cost sharing cap to this amount. The final cost to Grand Sakwa, therefore, is half of \$3,743,185.28 and equals \$1,871,592.64. The final City of Troy cost is \$1,871,592.64 plus \$187,677.66, which are all actual costs over the cap, for a grand total of \$2,059,270.30. Funds are available in the 2002-2003 Major Road Capital budget for this project.

Yes:

No:

COUNCIL COMMENTS/REFERRALS**REPORTS AND COMMUNICATIONS**

G-1 Minutes – Boards and Committees:

- (a) Troy Daze/Final – August 20, 2002
 - (b) Police and Fire Commission (Act 78)/Final – September 10, 2002
 - (c) Library Advisory Board/Final – September 12, 2002
 - (d) Parks and Recreation Advisory Board/Draft – October 10, 2002
 - (e) Library Advisory Board/Draft – October 17, 2002
 - (f) Traffic Committee/Final – October 16, 2002
-

G-2 Department Report

G-3 Announcement of Public Hearings:

- (a) Rezoning Application (Z-684) – M-1 to R-C – Big Beaver Business Park, West Side of Bellingham Road – South of Big Beaver Road and West of John R Road – Section 26 – Scheduled for November 18, 2002
 - (b) Rezoning Application (Z-683) – R-1E to P-1 and E-0 – Al-Zouhayli Office Building – North Side of Big Beaver between Rochester Road and John R Road – Section 23 - Scheduled for November 18, 2002
-

G-4 Proposed Proclamations/Resolutions from Other Organizations:

G-5 Letters of Appreciation:

- (a) Thank You Note From Mrs. Reynolds – Woodland Elementary School to Chief Craft Thanking K-9 Officers Klute & Barrows for Sharing Their Knowledge and Experience with Her First Grade Students
 - (b) Letter to Police Chief Charles Craft from Fire Chief William Nelson in Appreciation of the Police Department's Participation in the City of Troy's Fire Prevent Open House with Special Recognition Given to K-9 Officers Klute and Cole and Community Services Section Officer Dan Clark
 - (c) Letter to Traffic Division-52-4 District Court from Laura Mertens Thanking Officer William McCabe for His Life-Saving Advice
 - (d) Letter from Joyce von Drehle to the Parks & Recreation Department Thanking Them for the Wonderful Plantings Displayed Around the City
 - (e) Letter from David J. Gariepy, Roseville Resident, Thanking John Abraham and DPW for Lowering the Street Sign on the Northeast Corner of Maple Road and Maple Lawn so That the Walk Signal is More Clearly Visible
 - (f) Letter from Douglas W. Mills, IAFCI Chapter President to Chief Craft Thanking Officers Jay Reynolds and Kirk Linton for Their Participation at This Year's IAFCI Training Conference
 - (g) E-mail from Bobby Barrow – District Sales Manager, National Sign and Signal Company Thanking John Abraham for the Professional Manner in Which He Ran the ¼ Meeting – ITS MI
-

G-6 Calendar

G-7 Memorandum – Re: Summer Concert Series

G-8 Memorandum – Re: EDS v. Troy, Auburn Hills, Flint Twp., Buena Vista Twp.

G-9 Press Release – Re: The Troy Fire Department Earns Its Sixth Consecutive Life Safety Achievement Award

G-10 Memorandum (Green): Re: Mayor's Exchange

G-11 Memorandum - Re: Liquor Compliance Inspections

G-12 Memorandum (Green) - Re: Loan of Art Works to Hope College

G-13 Memorandum - Re: Leaf Collection Program

G-14 Memorandum (Green) - Re: Skate Park Funding

PUBLIC COMMENT

Public Comment is limited to people who have not addressed Council during the 1st Public Comment section. (Rules of Procedure for the City Council, Article 5 (16), as amended May 6, 2002.)

Respectfully submitted,

John Szerlag, City Manager

October 29, 2002

TO: The Honorable Mayor and City Council Members

FROM: John Szerlag, City Manager

SUBJECT: Recommendation to Deny Request by Planning Commission to Control Manner of Construction for Screen Walls

Attached are proposed zoning ordinance text amendment changes initiated and proposed by the Planning Commission which would require two-sided brick walls in all cases and further require that they be pillar supported construction in most installations. Proposed ordinance changes, as requested by the Planning Commission, would also allow that body to define and determine natural features.

Succinctly, pillar-supported wall structures would be required when the following occurs:

- a) The original grade at the lot or property line is altered
- b) Storm water drainage flow is impeded
- c) Trench footings would cause damage to existing trees or the root structure of existing trees

I'll attempt to briefly explain why the Planning Commission's proposed changes should not be implemented:

- 1) All walls shall be brick on both sides – This is a product-specific requirement, and the City would be limiting competition by not allowing alternatives such as other decorative masonry walls. Additionally, the proposed ordinance calls for the wall to be compatible with the adjacent residential site. Thus if a wall has to be brick and adjacent residential sites are not brick, the property owner/builder is faced with two conflicting ordinance provisions. Further, brick masonry walls as opposed to other forms of walls are more labor intensive, more costly, require additional maintenance, and are more susceptible to damage.
- 2) Requirement of pillar-supported walls when grades are altered, storm water drainage flow is impeded, or trench footings cause damage to existing trees or root structure – These requirements would require pillar-supported construction on most sites because typically grades are changed whenever a site is developed. Also, site plans, which are two-dimensional in nature, cannot be used to determine storm water flow; construction drawings are needed for this.

I would not allow the City Engineer, a licensed professional, to make storm water decisions based on a site plan because the margin for error would be too great. And this margin of error is expanded considerably if a volunteer board is required to make engineering decisions based on a two-dimensional site plan.

- 3) Pillar-supported walls shall be required when the wall would cause damage to existing trees or the root structure of existing trees - In terms of not installing a trench footing to save tree roots, please know that the Planning Commission already has the authority to relocate a wall when the relocation will more effectively serve the intended screening function. And often times the rationale for moving a wall off a lot line is to save trees. So too, our development standards allow supported walls when functional to do so as determined by the Director of Building and Zoning.
- 4) The Planning Commission can move the location of a screen wall to protect natural features, as determined by the Planning Commission – While this is a noble attempt to save natural features, there is no operational definition of same to guide the Planning Commission in their decision-making process. As you know, we do not have a local ordinance that protects nor defines natural features in the City of Troy beyond what is regulated by the state of Michigan. Thus any determination of natural features by the Planning Commission is arbitrary and there is no regulatory authority to require preservation of the natural features once determined.

Identified above are my specific concerns with the Planning Commission's recommendations. I also have a process-oriented concern. Namely, the Planning Commission looks at a two-dimensional drawing and determines what can be built and its location, while professional City management looks at a three-dimensional plan and reviews how it will be built. That's why construction plans have to be submitted by licensed surveyors, licensed engineers, licensed builders, and registered architects. It thus makes sense that elements contained within these construction drawings be reviewed by personnel of similar or greater credentials.

This is the essence of why the Planning Commission reviews items in terms of what can be built (two-dimensional) and why City Management reviews how structures will be built (three-dimensional).

The Honorable Mayor and City Council Members
October 29, 2002
Page Three

It's not our culture to identify problems without offering solutions, so please allow me to make a recommendation:

The first question we have to ask ourselves is "Why do we require walls?" The primary purpose of screen walls is to provide separation between residential and non-residential uses. These walls then block headlights from entering people's living rooms, prohibit trespass, contain debris, and attenuate sound, and sometimes a view of a wall is better than looking at what's behind it.

Given this, I proposed the following:

- 1) City Management will meet with the Planning Commission for reason of transferring authority to the Planning Commission when it comes to determining the type of screening element adjacent to residential areas. In other words, the Planning Commission would decide whether a wall, berm or any screening would be required. This makes sense, as most of the surrounding residents to a proposed development requiring a screening element attend the Planning Commission meeting.
- 2) City Management already has an assignment from City Council to look at the applicability of conditions to screen parking lots from adjacent residential areas. We'll work with the Planning Commission on this issue as well.
- 3) I've previously written to City Council and the Planning Commission about having a record of concerns articulated by the Planning Commission that fall outside of their purview of authority. And I recommended that the issue can be resolved by the fashion in which resolutions are passed by the Planning Commission. As such, the first portion of the Planning Commission's resolution regarding plan approval will stay within the parameters of their authority. However, the Planning Commission would have an additional resolution addressing components that will be examined at a later time by City Management, and City Council when necessary. Thus each development/construction-related component identified by the Planning Commission will be specifically addressed.

As always, please contact me should you have any questions.

JS/mr\AGENDA ITEMS\2002\Screen Walls

c: Planning Commission Members

October 30, 2002

To: Honorable Mayor and City Council

From: John Szerlag, City Manager
Gary Shripka, Assistant City Manager/Services
Mark Stimac, Director of Building and Zoning
Steve Vandette, City Engineer
Mark F. Miller, Planning Director

Subject: PUBLIC HEARING - PROPOSED ZONING ORDINANCE TEXT AMENDMENT
(ZOTA 193) – Article XXXIX Environmental Provisions (Walls – 39.10.00)

PLANNING COMMISSION RECOMMENDATION

The Planning Commission initiated a Zoning Ordinance text amendment to strengthen the standards for required walls adjacent to natural features. The proposed amendment will require that screen walls be constructed with face brick on both sides, rather than simply requiring obscuring walls, which can be unattractive. In addition, the amendment provides the Planning Commission with the authority to allow walls to be moved off of the lot line to preserve natural features. The amendment also requires pillar supported wall structures when trench footings or typical wall construction would impede the stormwater drainage flow from the original pre-construction storm water drainage flow or cause damage to existing trees or the root structure of existing trees.

The Planning Commission discussed the proposed amendment at a number of study meetings. On August 13, 2002, the Planning Commission held a Public Hearing to solicit public comment on the amendment. The Planning Commission recommended approval of the amendment.

CITY MANAGEMENT RECOMMENDATION

It is recommended, that the proposed zoning ordinance text amendment be denied. The Planning Commission's proposal regulates engineering issues, that are regulated within the City's Development Standards. In addition, the proposal requires common or face brick for walls in all circumstances, thereby eliminating accepted building methods, such as poured or pre-cast concrete. It is the opinion of City Management that no amendment should occur to Article 39.10.00 of the Zoning Ordinance.

cc: Planning Commission
Mark Stimac
Steve Vandette
File/ZOTA #193

PROPOSED ZONING ORDINANCE TEXT AMENDMENT

Environmental Provisions - Walls

Amend the indicated portions of the Environmental Provisions text in the following manner:

(Underlining, except for major section titles, denotes changes.)

39.00.00 ARTICLE XXXIX ENVIRONMENTAL PROVISIONS

39.10.00 WALLS:

39.10.01 For those use districts and uses listed below there shall be provided and maintained on those sides abutting or adjacent to a residential District a brick wall ~~an obscuring wall~~ as required below:

	<u>District/Use</u>	<u>Requirements</u>
(A)	P-1 Vehicular Parking District	4'-6" high wall
(B)	Off-street parking areas in residential Districts and C-F Districts	4'-6" high wall
(C)	B-1, B-2, B-3, H-S, O-1, O-M, O-S-C, R-C and M-1	6'-0" high wall
(D)	E-P Districts, when such are a part of a non-residential development site involving Non-Residential Zoning Districts.	4'-6" high wall
(E)	M-1 Districts - open storage area	6'-0" to 8'-0" high wall. See Article XXVIII, Section 28.25.02 and 28.30.04
(F)	Hospital ambulance and delivery areas	6'-0" high wall

(Rev. 10-7-96)

39.10.02 Required walls shall be located on the lot line except where underground utilities or natural features, as determined by the Planning Commission, interfere and except in instances where this chapter requires conformance with front and yard setback lines in abutting residential districts. The location of such walls may further be revised where, in the opinion of the

Planning Commission, such relocation will as effectively or more effectively serve the intended screening or obscuring function.

(Rev. 6-29-92)

- 39.10.03 Such walls and screening barriers shall have no openings for vehicular traffic or other purposes, except as otherwise provided in this chapter ~~and except such openings as may be approved by the Chief Building Inspector or the City Engineer.~~ All walls herein required shall be constructed of common or face brick ~~on both sides or of poured or precast masonry or decorative block the designs of which shall be approved by the Chief Building Inspector~~ and shall be compatible with the adjacent residential site. Pillar supported wall structures shall be required when trench footings or construction of such walls would alter the original grade at the lot or property line and would impede the stormwater drainage flow from the original pre-construction storm water drainage flow or cause damage to existing trees or the root structure of existing trees.

13. PUBLIC HEARING - PROPOSED ZONING ORDINANCE TEXT AMENDMENT (ZOTA 193) – Article XXXIX (39.00.00) Environmental Provisions - Walls

Mr. Savidant presented a summary of the Planning Department report for the proposed amendment.

Mr. Chamberlain stated that this text amendment mandates, in wooded areas and areas of special concern, that walls will not be constructed with footings. That they will be elevated walls to allow water to go under them and prevent the destruction of the tree roots and trees if they're going through a wooded area; and that they've got to be compatible with the adjacent residential sites. This only applies to parcels adjacent to residential areas. We are trying to save trees and we are trying to save water. In essence, that's what we've got here.

Public hearing opened and closed.

RESOLUTION

Moved by Kramer

Seconded by Starr

RESOLVED, that the Planning Commission hereby recommends to the City Council that the ARTICLE XXXIX of the Environmental Provisions Ordinance to read as follows:

Amend the indicated portions of the Environmental Provisions in the text to read as follows:

(Underlining, except for major section titles, denotes changes.)

39.00.00 ARTICLE XXXIX ENVIRONMENTAL PROVISIONS

39.10.00 WALLS:

39.10.01 For those use districts and uses listed below there shall be provided and maintained on those sides abutting or adjacent to a residential District a brick wall ~~an obscuring wall~~ as required below:

	<u>District/Use</u>	<u>Requirements</u>
(A)	P-1 Vehicular Parking District	4'-6" high wall
(B)	Off-street parking areas in residential Districts and C-F Districts	4'-6" high wall
(C)	B-1, B-2, B-3, H-S, O-1,	6'-0" high wall

O-M, O-S-C, R-C and M-1

- | | | |
|-----|---|---|
| (D) | E-P Districts, when such are a part of a non-residential development site involving Non-Residential Zoning Districts. | 4'-6" high wall |
| (E) | M-1 Districts - open storage area | 6'-0" to 8'-0" high wall. See Article XXVIII, Section 28.25.02 and 28.30.04 |
| (F) | Hospital ambulance and delivery areas | 6'-0" high wall |

(Rev. 10-7-96)

- 39.10.02 Required walls shall be located on the lot line except where underground utilities or natural features, as determined by the Planning Commission, interfere and except in instances where this chapter requires conformance with front and yard setback lines in abutting residential districts. The location of such walls may further be revised where, in the opinion of the Planning Commission, such relocation will as effectively or more effectively serve the intended screening or obscuring function.

(Rev. 6-29-92)

- 39.10.03 Such walls and screening barriers shall have no openings for vehicular traffic or other purposes, except as otherwise provided in this chapter ~~and except such openings as may be approved by the Chief Building Inspector or the City Engineer.~~ All walls herein required shall be constructed of common or face brick on both sides or of poured or precast masonry or decorative block the designs of which shall be approved by the Chief Building Inspector and shall be compatible with the adjacent residential site. Pillar supported wall structures shall be required when trench footings or construction of such walls would alter the original grade at the lot or property line and would impede the stormwater drainage flow from the original pre-construction storm water drainage flow or cause damage to existing trees or the root structure of existing trees.

be approved.

Yeas:

Nays:

Absent:

Vleck
Starr
Kramer
Storrs
Pennington
Chamberlain

Littman
Wright
Waller

MOTION CARRIED

7. ORDINANCE REVISION DISCUSSION – WALLS - ARTICLE XXXIX ENVIRONMENTAL PROVISIONS

Mr. Chamberlain stated that the Commission needs to make a decision tonight that this is the appropriate wording we want. In order to make our regular meeting in August, public hearing notices have to be sent out by tomorrow. It was before us once before and the only reason we did not approve it at that time was because it did not cover any of the residential. The RC is now in it.

Mr. Waller stated that one of the things we are trying to accomplish as we go through this, is really what's best for the community.

Mr. Waller continued, stating to Mr. Vandette, that he does not know whether or not he is involved with this item but that he wanted him to be aware of what's going on with it.

Mr. Waller cited 39.10.03 and stated the way it is worded it provides the opportunity for someone other than the Planning Commission to have the final say when it comes to approval regarding openings in walls and screening.

Mr. Chamberlain stated the problem I have with the City Engineer and the Chief Building Inspector, is that we sit here and have public hearings and public input, make our decisions on that input and then somebody who wasn't here, comes along, thinks "I don't care, it sounds good to me", and overrules our decisions. What we are trying to do is guarantee that whatever our decision is, it does not get overturned.

Mr. Chamberlain stated that in 39.10.03, the sentence reading "and except such openings as may be approved by the Chief Building Inspector or the City Engineer" will be deleted.

Mr. Waller stated that in 39.10.03, the last page, after the last sentence, he would like to add "or cause damage to existing trees or the root structure of the existing trees".

Mr. Chamberlain asked if everyone agrees.

Everyone agreed and Mr. Chamberlain requested that Mr. Miller make the revisions and send it up tomorrow.

6. ORDINANCE REVISION DISCUSSION – WALLS - ARTICLE XXXIX
ENVIRONMENTAL PROVISIONS

Mr. Chamberlain stated that we got into this because of what happened at Sandalwood next to Rexpointe. When I read the proposed change, I noticed it covers everything but the residential. Questions need to be answered before this item moves forward.

Mr. Savident stated it was the intent of the language to provide a separation between incompatible uses.

Mr. Chamberlain stated where the problem is showing up is that residential uses are not required to be screened from other residential uses. Also, walls can require tree removal. That's why Mr. Kramer had this action item, to address this. We need to get this straightened out before we go any further with this. Check it out and it will be addressed at our next regular meeting.

Mr. Waller commented that it should say we would prefer pillar and panel-like versus walls. We should be more clear.

10. ORDINANCE REVISION DISCUSSION

Fence & Walls

Mr. Kramer stated he will provide current revisions by e-mail to Mark Miller and that his intent will be a pillar type of wall. We are not going to be forcing one type or another. He also stated he will miss the next meeting.

Mr. Chamberlain stated that we are trying to save the trees and preserve water flow, grades and tree preservation. He stated we need to get away from killing trees just to install a wall.

4. ORDINANCE REVISION DISCUSSION – ARTICLE XXXIX ENVIRONMENTAL PROVISIONS - 39.10.00 WALLS

Mr. Miller stated that City Management reviewed the request to eliminate trench footings for required walls. Section 39.10.03 requires the walls to be constructed of common face brick, or of poured or pre-cast masonry or decorative block and the designs approved by the Building and Zoning Director. In consultation with both the Building and Engineering Departments, it was determined that it is impossible to prohibit trench footings. In addition, it was found that the use of posts with panels has a number of problems. This type of wall does not preserve additional vegetation areas because heavy equipment is needed for construction. Approximately a 10 feet wide area will be cleared for the panel type similar to a trench footing. The paneled type walls are also not as aesthetically pleasing in many cases as the required walls. If lightweight materials are used, the durability of the panels becomes an issue. City Management will not support the elimination of trench footings for walls because it is an accepted constructed method. City Staff is willing to make a presentation to the Planning Commission regarding footings when their schedule makes them available.

Mr. Miller added that it appears that the real issue is the preservation of natural vegetation areas and storm water drainage. The Planning Commission should focus how preservation of these areas can be achieved as each development seeks approval. Specific conditions could be applied to site plans that incorporate preservation areas of vegetation, when the protection of health, safety and welfare of abutting properties is necessary.

Mr. Chamberlain requested that Dennis Kramer lead the discussion on this issue.

Mr. Kramer stated if your putting a wall through a forest, a bobcat would need access.

Mr. Chamberlain stated that Sandelwood is a prime example of how woods were taken down inappropriately. He also stated that a church in Troy, on Long Lake between Rochester Road and Livernois, the trees are growing right on top of the wall.

Mr. Reece asked about the exact cost of the construction and perhaps a long-reach crane could be used for the holes.

Mr. Wright stated there is approximately a 10 foot area that would have to be cleared for installation of most walls.

Mr. Miller stated that the problem is how the developers clear and cut trees in Troy. If the final Tree Preservation Plan shows the elimination of trees, then it can be done by the developer. That's part of the issue of tree preservation. If

someone clears land and encroaches on the adjacent property, it is usually done by some kind of knucklehead who is not paying attention to what he should be doing. It is also very important to know that surveying and field errors do lead to encroachment on neighboring properties.

Mr. Miller stated that Mark Stimac, Building Director, and himself, agree that wall waivers could be handled by the Planning Commission as the Planning Commission is the one that physically approves a site plan. It appears that approval at the Planning Commission level is better than going to the BZA for a wall variance request.

Mr. Chamberlain stated that R-1T areas are a major issue. He stated he would really like to see pylon fences in wooded areas.

Mr. Kramer commented on a way to include a tree survey of outside or on adjacent properties.

Mr. Miller stated that surveyors have the legal right to enter neighboring properties during a boundary survey.

Ms. Lancaster stated that the Planning Commission should make a list of all the ideas open for discussion and bring them to Steve Vandette, City Engineering, and allow him to address the Planning Commission's concerns.

Mr. Kramer stated the Planning Commission doesn't want to engineer each site.

Mr. Reece stated that forest land in Washington state utilizes helicopters during construction.

Mr. Storrs stated his concern of matching grades.

Mr. Miller stated that many of the concerns could be resolved by staff and I think we could provide conditions for improvements.

Mr. Chamberlain stated he didn't trust City Staff. We have had site plans changed when we have specifically stated we don't want it that way. We need to have walls and fences and this way the seller knows exactly what he's looking at.

Mr. Waller stated that the boundary and tree surveys should include neighboring properties. It would be helpful if City Staff came to a study session when we talk about these issues, then they can understand each others position. We need to do this at our next meeting.

Mr. Chamberlain stated that City Staff should be available for the next study session.

10. ORDINANCE REVISION DISCUSSION

Fence & Walls adjacent to Natural Buffers – Discussion of Zoning Ordinance revision direction.

Mr. Kramer stated we should require posts or pilings and use of panels to allow water to flow under so as not to disturb vegetation.

Mr. Chamberlain stated that the Development Standards regulate 1-6 detention basins.

Mr. Miller agreed that the Development Standards regulate stormwater detention.

A Special Meeting of the Troy City Council was held Monday, October 21, 2002, at City Hall, 500 W. Big Beaver Road. Mayor Matt Pryor called the Meeting to order at 6:40 P.M.

ROLL CALL

PRESENT: Mayor Matt Pryor
Robin E. Beltramini
Cristina Broomfield
David Eisenbacher
Martin F. Howrylak
David A. Lambert
Anthony N. Pallotta

-
- 1 Technical Review of Items on the Agenda of the October 21, 2002 Regular City Council Meeting; *no decisions will be made.***

PUBLIC COMMENT

The meeting adjourned at 7:20 PM.

Matt Pryor, Mayor

John M. Lamerato – Assistant City Manager/
Finance and Administration

A Regular Meeting of the Troy City Council was held Monday, October 21, 2002, at City Hall, 500 W. Big Beaver Road. Mayor Matt Pryor called the Meeting to order at 7:43 P.M.

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was given by Father Stratton Dorozenski – St. Nicholas Greek Orthodox Church and the Pledge of Allegiance to the Flag was given.

A-1 Presentation: Monika Sata – Student Representative Candidate for the Cable Television Advisory Committee introduced herself to Council, City Staff, and the members of the audience.

ROLL CALL

PRESENT: Mayor Matt Pryor
Robin E. Beltramini
Cristina Broomfield
David Eisenbacher
Martin F. Howrylak
David A. Lambert
Anthony N. Pallotta

PUBLIC HEARINGS

C-1 2003 Community Development Block Grant (CDBG) Application

Resolution #2002-10-556

Moved by Pallotta

Seconded by Beltramini

WHEREAS, The City of Troy will receive approximately \$213,290.00 for Community Development Block Grant funds for the year 2003; and

WHEREAS, The City Council of the City of Troy, after conclusion of a Public Hearing on this date, has determined that funding should be provided through the 2003 Community Development Block Grant (CDBG) Program for the Home Chore Program; Administration, and Section 36 Storm Drain Construction on Dashwood and Lovington Streets; and

NOW, THEREFORE, BE IT RESOLVED, That the Home Chore Program, Administration, and Section 36 Storm Drain Construction on Dashwood and Lovington Streets are hereby **DESIGNATED** as Community Development Block Grant (CDBG) Projects for 2003; and

BE IT FINALLY RESOLVED, That the Mayor of the City of Troy is authorized to sign the Application and Subrecipient Agreement and submit them to Oakland County.

Yes: All-7

C-2 Rezoning– East Side of Rochester Road – North of Lamb Road – Section 14 – R-1C to R-1T and E-P

Resolution #2002-10-557

Moved by Pallotta

Seconded by Broomfield

RESOLVED, That the R-1C to R-1T, being 12.14 acres, and R-1C to E-P, being 1.13 acres, rezoning request, located on the east side of Rochester Road and north of Lamb Road, Section 14, is hereby **GRANTED**, as recommended by City Management and the Planning Commission.

Yes: All-7

C-3 Rezoning– East Side of Livernois – South of Maple Road – Section 34 – B-3 to H-S

Resolution #2002-10-558

Moved by Pallotta

Seconded by Beltrami

RESOLVED, That the B-3 to H-S rezoning request, located on the east side of Livernois Road and south of Maple Road, Section 3 being 0.9 acres in size, is hereby **GRANTED**, as recommended by City Management and the Planning Commission.

Yes: All-7

C-4 Proposed Parking Variance– 3670 John R – Boys and Girls Club of Troy

No action taken by City Council.

POSTPONED ITEMS

D-1 Commercial Vehicle Appeal – 2887 E. Wattles Road

Resolution #2002-10-559

Moved by Pallotta

Seconded by Howrylak

WHEREAS, Section 44.02.02 of Chapter 39, Zoning, of the Code of the City of Troy provides that actions to grant appeals to the restrictions on outdoor parking of commercial vehicles in residential districts pursuant to Section 40.66.00 of Chapter 39 of the Code of the City of Troy "shall be based upon at least one of the following findings by the City Council:

- A. The occurrence of the subject commercial vehicle on the residential site involved is compelled by parties other than the owner or occupant of the subject residential site (e.g. employer).

- B. Efforts by the applicant have determined that there are no reasonable or feasible alternative locations for the parking of the subject commercial vehicle.
- C. A garage or accessory building on the subject residential site cannot accommodate, or cannot reasonably be constructed or modified to accommodate, the subject commercial vehicle.
- D. The location available on the residential site for the outdoor parking of the subject commercial vehicle is adequate to provide for such parking in a manner which will not negatively impact adjacent residential properties, and will not negatively impact pedestrian and vehicular movement along the frontage street(s)."; and

WHEREAS, The City Council of the City of Troy has found that the petitioner has demonstrated the presence of the following condition(s), justifying the granting of a variance:

NOW, THEREFORE, BE IT RESOLVED, That the request from Mr. Costel Luca, 2887 E. Wattles, for waiver of Chapter 39, Section 40.66.00, of the Code of the City of Troy, to permit outdoor parking of a Ford cube van in a residential district is hereby **APPROVED** for two years.

Yes All-7

D-2 Preliminary Site Plan Approval (SP-#883) – Medical Office Building, Southeast Corner of Livernois and South Boulevard – Section 3 – O-1 & R-1B

Resolution #2002-10-560

Moved by Eisenbacher

Seconded by Pallotta

RESOLVED, That Preliminary Site Plan Approval, Site Plan – Option B, pursuant to a consent judgment, for a proposed Medical Office Building, located on the southeast corner of South Boulevard and Livernois Road within Section 3, in the O-1 and R-1B Zoning Districts, is hereby **APPROVED** contingent upon amending the Consent Judgment to include land bank parking and elimination of the wall.

Yes: All-7

RECESS: 9:15 PM- 9:31 PM

D-3 Proposed Zoning Ordinance Text Amendment (ZOTA #194) – Articles 10.20.08 & 34.60.00 R-1A & R-1B Open Space Preservation

Resolution #2002-10-

Moved by Pallotta

Seconded by Howrylak

RESOLVED, That the Open Space Preservation Option be **POSTPONED** to a Study Session scheduled for Monday, November 11, 2002 at 7:30 P.M in the Council Board Room of Troy City Hall, 500 W. Big Beaver, Troy, Michigan, at which no action will be taken and scheduled for a Public Hearing at the Regular City Council Meeting on Monday, November 18, 2002.

Vote on Amendment

Resolution #2002-10-561

Moved by Broomfield

Seconded by Eisenbacher

RESOLVED, That Council Member Broomfield's proposed language which includes:

- ✓ A maximum of 75% interface of any adjoining units
- ✓ Eliminate the 50% wetlands requirement
- ✓ Minimum requirements for the allowance of duplexes be an assemblage of 2 or more acres

be prepared by City Management for discussion at the Study Session scheduled for Monday, November 11, 2002 at 7:30 P.M in the Council Board Room of Troy City Hall, 500 W. Big Beaver, Troy, Michigan.

Yes: Lambert, Pryor, Beltrami, Broomfield, Eisenbacher

No: Pallotta, Howrylak

MOTION CARRIED**Vote on Amended Resolution**

Resolution #2002-10-562

Moved by Pallotta

Seconded by Howrylak

RESOLVED, That the Open Space Preservation Option be **POSTPONED** to a Study Session scheduled for Monday, November 11, 2002 at 7:30 P.M in the Council Board Room of Troy City Hall, 500 W. Big Beaver, Troy, Michigan, at which no action will be taken and scheduled for a Public Hearing at the Regular City Council Meeting on Monday, November 18, 2002; and

BE IT FURTHER RESOLVED, That Council Member Broomfield's proposed language which includes:

- ✓ A maximum of 75% interface of any adjoining units
- ✓ Eliminate the 50% wetlands requirement
- ✓ Minimum requirements for the allowance of duplexes be an assemblage of 2 or more acres

be prepared by City Management for discussion at the Study Session scheduled for Monday, November 11, 2002 at 7:30 P.M in the Council Board Room of Troy City Hall, 500 W. Big Beaver, Troy, Michigan.

Yes: All-7

D-4 Section 1 Golf Course – Parking Lot Screening

Resolution #2002-10-
Moved by Pallotta
Seconded by Eisenbacher

RESOLVED, That the required parking lot screening at the Section 1 Golf Course site shall be a 4' 6" high decorative masonry wall.

Vote on Amendment

Resolution #2002-10-563
Moved by Eisenbacher
Seconded by Beltramini

RESOLVED, That the required parking lot screenage at the Section 1 Golf Course site shall be a 4' 6" high decorate masonry wall unless the ordinance is modified by Council prior to occupancy.

Yes: All-7

Vote on Amended Resolution

Resolution #2002-10-564
Moved by Pallotta
Seconded by Eisenbacher

RESOLVED, That the required parking lot screenage at the Section 1 Golf Course site shall be a 4' 6" high decorate masonry wall unless the ordinance is modified by Council prior to occupancy.

Yes: Beltramini, Broomfield, Eisenbacher, Lambert, Pallotta, Pryor
No: Howrylak

MOTION CARRIED

D-5 Traffic Signal Maintenance Cost Agreement for Signal at Crooks and Butterfield

Resolution #2002-10-565
Moved by Pallotta
Seconded by Beltramini

WHEREAS, The Board of Commissioners for the Road Commission for Oakland County approved the installation of a traffic signal at the intersection of Crooks Road (a County road) and Butterfield Road (a City road), as requested by Kelly Services, Inc., a Troy business; and

WHEREAS, Kelly Services, Inc. will bear the cost of installation of the signal.

NOW, THEREFORE, BE IT RESOLVED, That the cost agreement with the Road Commission for Oakland and maintenance of the new traffic signal be **APPROVED**.

Yes: Broomfield, Lambert, Pallotta, Beltramini

No: Eisenbacher, Howrylak, Pryor

MOTION CARRIED

Resolution #2002-10-566

Moved by Pryor

Seconded by Broomfield

RESOLVED, That the Road Commission of Oakland County be notified that the traffic signal at the intersection of Crooks Road and Butterfield Road as requested by Kelly Services, Inc. not be activated until it is properly wired and completely functional; and

BE IT FURTHER RESOLVED, That the traffic signal located at Kirts be repaired and operational.

Yes: All-7

PUBLIC COMMENT:

A. Items on the Current Agenda

F-6 Granite Marker at the Northeast Entrance to the Veterans Memorial Plaza

Resolution #2002-10-567

Moved by Pallotta

Seconded by Broomfield

RESOLVED, That Troy City Council **GRANTS** the request from the Veterans Memorial Committee of Troy for a granite marker to be placed at the northeast entrance to the Veterans Memorial Plaza as per the attached plan, the entire cost of which, including installation, will be borne by the Veterans Memorial Committee of Troy.

Yes: All-7

G-9 Memorandum – Re: July 4th Picnic

Resolution #2002-10-568

Moved by Pryor

Seconded by Pallotta

RESOLVED, That funds be advanced for the purpose of the proposed Community July 4th Picnic contingent upon the petitioner also seeking private funding.

Yes: All-7

Suspend City Council Rules #21 and Continue with Agenda

Resolution #2002-10 -569

Moved by Howrylak

Seconded by Broomfield

RESOLVED, That the City Council suspend the Rules of Procedure #21 and continue discussion on Agenda items to 1:00 AM.

Yes: All-7

B. Items Not on the Current Agenda

CONSENT AGENDA

E-1 Approval of Consent Agenda

Resolution #2002-10-570

Moved by Pallotta

Seconded by Lambert

RESOLVED, That all items as presented on the Consent Agenda are hereby **APPROVED** as presented with the exception of Item E-6, which shall be considered after Consent Agenda E items, as printed.

Yes: All-7

E-2 Minutes: Regular Meeting of October 7, 2002, Special Meeting of October 7, 2002, and Study Session of October 14, 2002

Resolution #2002-10-570-E-2

RESOLVED, That the Minutes of the 7:30 PM Regular Meeting of October 7, 2002, the Minutes of the 6:45 PM Special Meeting of October 7, 2002, and the Minutes of the 7:30 PM Study Session of October 14, 2002 be **APPROVED** as submitted.

E-3 City of Troy Proclamations

Resolution #2002-10-570-E-3

RESOLVED, That the following City of Troy Proclamations, be **APPROVED**:

- (a) Proclamation to Celebrate On My Own of Michigan 5th Anniversary
- (b) Proclamation in Recognition of Mary Ann Solberg - Troy's Distinguished Citizen for 2002

E-4 Private Agreement for Michael Drive Extension – Project No. 02.931.3

Resolution #2002-10-570-E-4

RESOLVED, That the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Orion Homes, Inc. is hereby **APPROVED** for the installation of sanitary sewer, storm sewer, water main, sidewalks, and paving on the site and in the adjacent right-of-way, and the Mayor and City Clerk are authorized to execute the documents, a copy of which shall be attached to the original Minutes of this meeting.

E-5 Private Agreement for Troy Professional Park – Project No. 01.959.3

Resolution #2002-10-570-E-5

RESOLVED, That the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Troy Professional Park is hereby **APPROVED** for the installation of sanitary sewer, storm sewer, detention, water main, sidewalks and paving on the site and in the adjacent right-of-way, and the Mayor and City Clerk are authorized to execute the documents, a copy of which shall be attached to the original Minutes of this meeting.

E-7 Standard Purchasing Resolution 3: Option to Renew for One Additional Year-Janitorial Services

Resolution #2002-10-570-E-7

WHEREAS, A two-year contract for janitorial services with an option to renew for two additional years was awarded to Clean Care of Oak Park, the low bidder, on October 16, 2000 (Resolution #2000-471); and

WHEREAS, The contract has been amended by Resolutions #2001-12-582, #2002-02-061, and #2002-09-531-E-16 to add additional work, square footage and additional sites to the contract.

NOW, THEREFORE, BE IT RESOLVED, That a one-year option to renew the contract with Clean Care of Oak Park is hereby **EXERCISED** at an estimated annual cost of \$622,000.00 expiring October 31, 2003 including the provision for an increase of 5% based upon the Consumer Price Index Inflation Calculator.

E-8 Acceptance of Permanent Easements for Watermain – Rochester Road Watermain Replacement South of Maple Road

Resolution #2002-10-570-E-8

RESOLVED, That the permanent watermain easements from the following listed properties are hereby **ACCEPTED**:

Sidwell #	Owner	Address
20-34-201-034	Rochester Enterprises	1099 Rochester Road
20-34-201-032	A&M Properties	997-999 Rochester Road
20-34-201-065	Manabal Rochester Road	1121-1133 Rochester Road
20-34-201-014	Donald V. Troelsen	1395 Rochester Road
20-34-201-057	LRB Properties	1291 Rochester Road; and

BE IT FURTHER RESOLVED, That the City Clerk is hereby directed to record said documents with the Oakland County Register of Deeds, a copy of which shall be attached to the original Minutes of this meeting.

E-9 Standard Purchasing Resolution 8: Best Value Process Award – Banquet Services

Resolution #2002-10-570-E-9

RESOLVED, That a three-year contract, with an option to renew for three additional years, to provide banquet services is hereby **AWARDED** to the San Marino Club, the highest scoring bidder, as a result of a Best Value process which the Troy City Council determines as being in the public interest at \$39.00 per plate for two (2) Appreciation Banquets and \$20.00 per plate for the Employee Holiday Party.

BE IT FURTHER RESOLVED, That the contract award is contingent upon contractor submission of properly executed proposal and contract documents, including insurance certificates and all other specified requirements.

E-10 Approval of Conditioned Purchase Offer for Right-of-Way, Livernois Sidewalk Gap Completion and Water Main Projects – Sidwell #88-20-03-101-008

Resolution #2002-10-570-E-10

RESOLVED, That the Agreement to Purchase right-of-way between the City of Troy and Sarmad Y. Hermiz and Aida E. Hermiz, having Sidwell #88-20-03-101-008 is **APPROVED** for the Livernois Sidewalk Gap Completion and Water Main Projects in the amount of \$20,290.00, plus closing costs.

ITEM TAKEN OUT OF ORDER

E-6 Standard Purchasing Resolution 4: State of Michigan Extended Purchasing Agreements – Turf Vehicles and Tractor with Snow Blower

Resolution #2002-10-571

Moved by Pallotta

Seconded by Beltramini

RESOLVED, That a contract to purchase two (2) turf utility vehicles and one (1) tractor with snow blower from John Deere Company is hereby **APPROVED** through the State of Michigan Extended Purchasing Program at an estimated total cost of \$31,463.65.

Yes: All-7

REGULAR BUSINESS

F-1 Appointments to Boards and Committees: (a) Advisory Committee for Persons w/Disabilities; (b) Animal Control Appeal Board; (c) CATV Advisory Committee; (d) Ethnic Community Issues Advisory Committee; and (e) Planning Commission

The appointment of new members to all of the listed board and committee vacancies will require only one motion and vote by City Council. Council members submit recommendations for appointment. When the number of submitted names exceed the number of positions to be filled, a separate motion and roll call vote will be required (current process of appointing). Any board or commission with remaining vacancies will automatically be carried over to the next Regular City Council Meeting Agenda.

The following boards and committees have expiring terms and/or vacancies. Bold red lines indicate the number of appointments required:

Resolution #2002-10-572

Moved by Pallotta

Seconded by Lambert

RESOLVED, That the following persons are hereby **APPOINTED** by the City Council to serve on the Boards and Committees as indicated:

CATV Advisory Committee

Appointed by Council (7)- 3 years

Monika Sata

Term expires 7-01-2003 (Student)

Ethnic Community Issues Advisory Committee

Approved by Council (9)- 3 years

Dhimant Chhaya

Unexpired Term expires 9-30-2005

Victoria Lang

Term expires 9-30-2005

Brian S. Griffen

Term expires 9-30-2005

Yes: All-7

Appointments Carried-Over as Item F-1 on the Next Regular City Council Meeting
Agenda Scheduled for November 4, 2002:

Advisory Committee for Persons w/Disabilities

Approved by Council (9)- 3 years

Term expires 7-01-2003 (Student)

CURRENT MEMBERS

NAME	TERM EXPIRES
Susan Burt (Alternate)	Nov. 1, 2003
Angela Done	Nov. 1, 2002
Nancy Johnson	Nov. 1, 2003
Leonard Bertin	Nov. 1, 2002
Pauline Manetta (Alternate)	Nov. 1, 2003
Dick Kuschinsky	Nov. 1, 2004
Theodora House	Nov. 1, 2003
Sharon Lu (Student)	July 1, 2002
Dorothy Ann Pietron	Nov. 1, 2004
Nada Raheb (Student)	July 1, 2003
John J. Rodgers	Nov. 1, 2003
Cynthia Buchanan	Nov. 1, 2004
Kul B. Gauri	Nov. 1, 2002
Jayshree Shah (Alternate)	Nov. 1, 2003

INTERESTED STUDENT APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
None on file.		

Animal Control Appeal Board

Appointed by Council (5)- 3 years

Warren Packard (Resigned)

Term expires 9-30-2003

CURRENT MEMBERS

NAME	TERM EXPIRES
Harriet Barnard, Ch	Sept. 30, 2005
Leith Gallaher	Sept. 30, 2003
Kathleen Melchert	Sept. 30, 2004
Warren Packard (Resigned)	Sept. 30, 2003
Jayne Saeger	Sept. 30, 2005

INTERESTED APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
Larue Patricia M	8/12/02 - 8/2004	8/19/02
Zhou, Hannah (Student)	8/19/02	9/23/02

Ethnic Community Issues Advisory Committee**Approved by Council (9)- 3 years****Term expires 9-30-2005****Term expires 9-30-2005****Term expires 9-30-2005****CURRENT MEMBERS**

NAME	TERM EXPIRES
Anju C. Brodbine	Sept. 30, 2005
Tom Kaszubski	Sept. 30, 2005
Shiva Sastry (Resigned)	Sept. 30, 2005

INTERESTED APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
Hashmi, Amin	8/22/02	9/09/02
Kuppa, Padma	5/21/02	9/09/02
Shah, Oniell	8/07/02	9/23/02
Zhou, Hannah (Student)	8/19/02	9/09/02

Planning Commission**Appointed by Council (9) – 3 years****Term expires 7-01-2003 (Student)**

CURRENT MEMBERS

NAME	TERM EXPIRES
Gary G. Chamberlain	Dec. 31, 2002
Jordan C. Keoleian (Student)	July 01, 2002
Dennis A. Kramer	Dec. 31, 2003
Larry Littman	Dec. 31, 2004
Cynthia Pennington BZA Rep	Dec. 31, 2002
James H. Starr	Dec. 31, 2002
Walter A. Storrs, III	Dec. 31, 2003
Mark J Vleck	Dec. 31, 2004
David T. Waller BZA Alt	Dec. 31, 2003
Wayne C. Wright	Dec. 31, 2004

INTERESTED STUDENT APPLICANTS

NAME	DATE APPLIED	DATE SENT TO COUNCIL
None on file.		

F-2 Closed Session – No Closed Session Requested

F-3 Bid Waiver – Renewal of Fiduciary Liability Insurance Coverage

Resolution #2002-10-573
 Moved by Pallotta
 Seconded by Lambert

RESOLVED, That the renewal of the Fiduciary Liability Insurance Coverage from the Chubb Insurance Group (The Federal Insurance Company) through the C.M. Althoff Company is hereby **APPROVED**, with the premium for policy year November 8, 2002 – November 8, 2003 at the cost of \$11,867.00.

Yes: All-7

F-4 New Community Center Rental Rates

Resolution #2002-10-574
 Moved by Pallotta
 Seconded by Beltramini

RESOLVED, That the rates as proposed for overnight rentals for the Troy Community Center are **APPROVED**, a copy of which shall be attached to the original Minutes of this meeting.

Yes: All-7

F-5 Study Session to Establish Goals and Objectives

Resolution #2002-10-575

Moved by Pryor

Seconded by Howrylak

RESOLVED, That agenda for the study session **SCHEDULED** for November 11, 2002 at 7:30 PM in the Council Board Room of Troy City Hall, 500 West Big Beaver, Troy, Michigan include "Establish Goals and Objectives" as a topic.

Yes: All-7

F-7 Metro Act – Telecommunications Resolution & Repeal of Current Ordinance

Resolution #2002-10-576

Moved by Pallotta

Seconded by Beltramini

WHEREAS, The Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, ("Metro Act") regulates the granting of permits by municipalities to telecommunications companies seeking permission to install lines and other facilities in the public right-of-way effective November 1, 2002; and

WHEREAS, The Metro Act will require municipalities to use application and permit forms approved by the Michigan Public Service Commission for new telecommunications companies. The Metro Act also limits fees which can be charged by municipalities to telecommunications companies for an application, permit, construction plan review or inspection and prohibits the enforcement of cable television franchises requiring payment of franchise fees on cable modem high-speed Internet service; and

WHEREAS, Within six months of the effective date of the Metro Act, all telecommunications companies, including Ameritech and Verizon, will be required to file applications and obtain permits in all municipalities where they are using the public right-of-way. Beginning April 29, 2003, they will be required to and pay an annual standardized right-of-way maintenance fee to a statewide authority for distribution only to those municipalities complying with Act's limitation on fees; and

WHEREAS, A municipality is considered to be complying with the Act's limitation on fees if it **ADOPTS** a resolution or ordinance, as necessary, effective no later than December 31, 2003, modifying fees due from telecommunications companies and provides each company with a copy of the resolution or ordinance.

NOW THEREFORE, IT IS RESOLVED,

1. Effective December 31, 2003, the City will comply with the Metro Act regarding right-of-way fees for any existing telecommunications companies seeking permission to use public right of way in the City.

2. Effective November 1, 2002, the City will comply with the Metro Act regarding applications and permits for new telecommunications companies seeking permission to use public right of way in the City.
3. Effective November 1, 2002, the City of Troy repeals the Telecommunications Ordinance, Chapter 62 of the City of Troy Ordinances.
4. The City of Troy will comply with the limitation of the Metro Act on the payment of franchise fees on cable modem service by cable television operators reserving any rights it may have to fees due for the period ending October 31, 2002.
5. The City Clerk is directed to send a copy of this Resolution to Ameritech, Comcast, WideOpenWest, TCG-Detroit, MCImetro Access Transmission Services, Metropolitan Fiber Systems of Detroit, Inc., Xo Communications, Williams Communications, Metromedia Fiber Systems, CenturyTel Michigan, McLeodUSA and every other telecommunications provider using the public right of way in the City.

Yes: All-7

F-8 Blue Sky Meetings

Resolution #2002-10-
 Moved by Beltramini
 Seconded by Broomfield

RESOLVED, That Regular Meetings for the purpose of technical review are **SCHEDULED** to begin 6:45 PM in the Council Board Room of Troy City Hall, 500 W. Big Beaver, Troy, Michigan on the following dates and broadcasted live on WTRY:

Date:	Yes	No
November 4, 2002	<u> X </u>	<u> </u>
November 18, 2002	<u> X </u>	<u> </u>
December 2, 2002	<u> X </u>	<u> </u>

Vote on Amendment

Resolution #2002-10-577
 Moved by Lambert
 Seconded by Howrylak

RESOLVED, That Resolution be amended by inserting, "and broadcasted live on WTRY."

Yes: All-7

Vote on Amended Resolution

Resolution #2002-10-578

Moved by Beltrami

Seconded by Broomfield

RESOLVED, That Regular Meetings for the purpose of technical review are **SCHEDULED** to begin 6:45 PM in the Council Board Room of Troy City Hall, 500 W. Big Beaver, Troy, Michigan on the following dates and broadcasted live on WTRY:

Date:	Yes	No
November 4, 2002	<u> X </u>	<u> </u>
November 18, 2002	<u> X </u>	<u> </u>
December 2, 2002	<u> X </u>	<u> </u>

Yes: Beltrami, Broomfield, Eisenbacher, Lambert, Pryor

No: Howrylak, Pallotta

MOTION CARRIED**COUNCIL COMMENTS/REFERRALS****REPORTS AND COMMUNICATIONS**

G-1 Minutes – Boards and Committees:

- (a) Brownfield Redevelopment Authority/Final – April 18, 2002
 - (b) Brownfield Redevelopment Authority/Final – May 21, 2002
 - (c) Youth Council/Final – July 10, 2002
 - (d) Troy Daze/Draft – August 20, 2002
 - (e) Historical Commission/Final – August 27, 2002
 - (f) Troy Daze/Draft – September 3, 2002
 - (g) Advisory Committee for Persons with Disabilities/Final – September 4, 2002
 - (h) Election Commission/Final – September 5, 2002
 - (i) Employees' Retirement System Board of Trustees/Final – September 11, 2002
 - (j) Parks & Recreation Advisory Board/Final – September 19, 2002
 - (k) Historical Commission/Draft – September 24, 2002
 - (l) Youth Council/Draft – September 25, 2002
 - (m) Election Commission/Draft – September 30, 2002
 - (n) Advisory Committee for Persons with Disabilities/Draft – October 2, 2002
 - (o) Building Code Board of Appeals/Draft – October 2, 2002
 - (p) Advisory Committee for Senior Citizens/Draft – October 3, 2002
 - (q) Employees' Retirement System Board of Trustees/Draft – October 9, 2002
- Noted and Filed

G-2 Department Report

- (a) Permits Issued During the Month of September 2002
 - (b) September 30, 2002 Quarterly Financial Report
- Noted and Filed

G-3 Announcement of Public Hearings:

- (a) Proposed Zoning Ordinance Text Amendment (ZOTA 193) – Article XXXIX
Environmental Provisions - Walls – 39.10.00) – Scheduled for November 4, 2002
Noted and Filed

G-4 Proposed Proclamations/Resolutions from Other Organizations: None Proposed

Noted and Filed

G-5 Letters of Appreciation:

- (a) Letter from Donald A. Roeske, Deputy Chief – Madison Heights Police Department in Appreciation of Animal Control Officer Greg Latka's Outstanding Performance of Duties Which Terminated a Threatening Situation in Their Community
- (b) Letter from Jim Cyrulewski and Bob Berk - Troy Daze Thanking the Following Departments for Their Assistance for the 2002 Troy Daze Festival: Carol Anderson/Parks & Recreation (Jeff Biegler & Joy Stockamp); Bill Need/DPW; Chief Charles Craft/Police Department (Lieutenant Stephen Zavislak & Sergeant David Swanson); Chief William Nelson/Fire Department (Lieutenant Robert Matlick & Lieutenant Tonya Perry); Jeanette Bennett/Purchasing Staff; and Cindy Stewart/Community Affairs Staff
- (c) Letter from David Byrwa-President of Oakland County Building Officials Association Thanking Robert Davisson, ESQ and Jacquelyn Bault of the City Attorney's Office for their Presentation on "Tips for Testifying"
- Noted and Filed

G-6 Calendar

Noted and Filed

G-7 Letter & Brochure Received From Richard T. Thompson – Chancellor – Oakland Community College, Re: *A Report to the Business and Community Alliance – 2001-2002*

Noted and Filed

G-8 Memorandum – Re: Explanation of Wood Grinding Contract and Elements of a Sealed Bid Process

Noted and Filed

G-10 Memorandum – Re: Michigan Municipal League Convention – September 11-13, 2002; Dearborn, Michigan

Noted and Filed

G-11 Memorandum – Re: Response to Advisory Committee for Senior Citizens Letter

Noted and Filed

G-12 Memorandum – Re: Troy Family Aquatic Center Update – 2002 Pass Price Rollback Promotion

Noted and Filed

**G-13 Memorandum (Green) – Re: Proposed Revision to Chapter 78 Regarding
Residential Development Entranceway Signs**

Noted and Filed

G-14 Memorandum – Re: Wildlife Relocation and Development

Noted and Filed

**G-15 Memorandum – Re: Resident Nancy Yockey’s Concern Re: Plastic Bags & Leaf
Pick-Up**

Noted and Filed

G-16 Memorandum – Re: City Employees’ Dental Insurance Coverage

Noted and Filed

PUBLIC COMMENT

The meeting adjourned at 12:52 AM

Matt Pryor, Mayor

Tonni L. Bartholomew - City Clerk

**PROCLAMATION
MICHIGAN RECYCLES DAY IN TROY**

WHEREAS, Each year, Americans generate more than 217 million tons of municipal solid waste - more than 4.4 pounds per person per day. While the nation has reached an overall recycling rate of more than 28 percent, much more can be done, especially in purchasing products made with recycled content; and

WHEREAS, To focus the nation's attention on the importance of recycling, business, industry, the government, nonprofits, and individuals have joined together to celebrate **America Recycles Day** and Michigan Recycles Day. They encourage their employers, staff, customers, membership, and all citizens to pledge to buy more recycled-content products; and

WHEREAS, Participating in **Michigan Recycles Day** is one way our citizens can help raise awareness about the need to reduce waste by reusing, recycling and buying recycled products; and

WHEREAS, The theme of **Michigan Recycles Day** is "**For our children's future...buy recycled today**"; and

WHEREAS, State and community leaders need to spread the word about the excellent programs they have established, the growth of markets for recyclable materials, and the importance of buying recycled products; and

NOW THEREFORE BE IT RESOLVED, That the City of Troy City Council hereby proclaims November 15, 2002 as **Michigan Recycles Day in Troy, Michigan**.

Signed this 4th day of November 2002

**PROCLAMATION IN RECOGNITION OF
SHIRLEY DARGE
LIFETIME ACHIEVEMENT AWARD RECIPIENT**

WHEREAS, Shirley Darge, wife of Ralph, mother of Annette and Randy, mother-in-law of Jim and Paula, grandmother of six and great grandmother of two, and Troy resident for 50 years, has redefined the word volunteer by her remarkable commitment to many organizations, desire to help those in need, and dedication to family, friends and the community; and

WHEREAS, In 1994, **Shirley** was the Distinguished Citizen of the year for her extraordinary commitment to volunteerism and generosity to any organization or community member in need. She selflessly supports a plethora of organizations with an unwavering presence; and

WHEREAS, In 25 years, **Shirley** is the only founding member of the Troy Community Chorus who has never missed a concert performance. She served as a principal fundraiser while her children attended Bishop Foley High School, and is currently Vice-President and Program Chair for the Great Lakes Depression Glass Club; and

WHEREAS, Shirley is an 8-year member of the Troy Optimists Club, currently serving as Vice-President; and the 2001 Outstanding Volunteer of the Year. She helps plan the Annual Christmas Party for special needs children, the Family Fall Fishing Derby, initiated fundraisers with Nordstrom's and Kohl's department stores, arranged speaking engagements, participated in Salvation Army events, and mentoring for the Imagineers – a 5th grade engineering competition; and

WHEREAS, Shirley is one of the founding members of Taste of Troy, the Boys & Girls Club of Troy's major fundraiser. For over 15 years, she served as Entertainment Chairwoman for Troy Daze and EthniCity; and she is a member of the Troy Community Coalition. In 2002, she joined the Kiwanis and has since helped with decorations for their annual fundraiser; and

WHEREAS, As an original Leadership Troy member, **Shirley** works on the annual Awards Banquet, Making the Community Connection and Community Directory, as well as contributing to the Troy Futures Report; and

WHEREAS, Shirley worked 43 years as an Xray technician, demonstrating an outstanding work ethic while always remaining dedicated and committed to her family and friends. She is an avid collector of dolls, Depression glass, cups and saucers and other items, which she often loans for exhibits at the Troy Public Library;

NOW THEREFORE BE IT RESOLVED, That the City Council of the City of Troy extends special recognition to **Shirley Darge**, for her selfless and tireless service to this community; and

BE IT FURTHER RESOLVED, That the Troy City Council and all of Troy's residents congratulate **Shirley** for her Lifetime Achievement Award and wish her continued success in all future endeavors.

Presented this 23rd day of October 2002.

October 29, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Steven Vandette, City Engineer

SUBJECT: Private Agreement for Hanover Extension
Project No. 02.920.3

The Engineering Department has reviewed and approved plans for this project, which includes sanitary sewer, water main, soil erosion and paving.

The Owner has provided a letter of credit for escrow and cash fees in the amount of the estimated cost of public improvements, as required.

Approval is recommended.

G:\Projects\Projects - 2002\02.920.3 Hanover Street Development\Private Agreement Cover Letter.doc

cc: Tonni Bartholomew, City Clerk (Original Agreement)
James Nash, Financial Services Director

Prepared by: G. Scott Finlay, P.E.
Civil Engineer

Enclosed Private Agreement, Detailed Summary, Sketch and Suggested Resolution

DETAILED SUMMARY OF REQUIRED ESCROW DEPOSITS AND CASH FEES
PRIVATE AGREEMENT FOR HANOVER EXTENSION
PROJECT NO. 02.920.3

The estimated costs of public improvements for the above mentioned project are as follows:

Escrow Deposits:

Sanitary Sewer	8,990.00
Water Main	7,150.00
Paving	<u>9,855.00</u>

Total Escrow Deposits: (letter of credit) **\$25,995.00**

Cash Fees:

Review & Inspection	1,585.00
Water Main Testing	650.00
Road Maintenance & Repair (Refundable)	<u>2,000.00</u>

Total Cash Fees: (check) **\$ 4,235.00**

**CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS
(PRIVATE AGREEMENT)**

PROJECT NO. 02.920.3PROJECT LOCATION: SW ¼ SECTION 15RESOLUTION NO.DATE OF COUNCIL APPROVAL:

KNOW ALL MEN BY THESE PRESENT; That the City of Troy, a Michigan Municipal Corporation of the County of Oakland, State of Michigan, hereinafter referred to as "City" and RWT BUILDING, LLC whose address is 4535 Homestead Orion, MI 48359 and whose telephone number is 248 391-1062 hereinafter referred to as "Owners".

WITNESSETH, FIRST: That the City agrees to allow the installation of sanitary sewer, water main and paving in accordance with plans prepared by Professional Engineering Associates whose address is 2430 Rochester Ct., Suite 100, Troy, MI 48063-1872 and whose telephone number is (248)-689-9090 and approved prior to construction by the City Specifications of the City shall be complied with for this construction.

SECOND: That the Owners agree to contribute the approximate contract price of \$25,995.00. This amount will be transmitted to the City Clerk for installation of said improvements in the form of (check one):

Cash☐Certificate of Deposit☐Irrevocable Bank Letter of Credit☒Check☐

Said funds shall be placed on deposit with the City upon the execution of this contract and shall be disbursed to the contractor by the City only upon presentation of duly executed waivers of lien and sworn statements satisfactory to the City, and after final inspection and approval by the Engineering Department for the City. In addition, the owners agree to contribute the following cash fees:

* Plan Review and Construction Inspection Fee	\$1,585.00
Water Main Testing	650.00
Road Maintenance & Repair (Refundable)	<u>2,000.00</u>
TOTAL:	\$4,235.00

* 6.10% (.061) of approximate contract price

**CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS
(PRIVATE AGREEMENT)**

PROJECT NO. 02.920.3

PROJECT LOCATION: SW ¼ SECTION 15

COUNCIL RESOLUTION NO.

DATE OF COUNCIL APPROVAL:

THIRD: The owners may contract for construction of said improvement or may have the City advertise for bids. In the event the Owners select their own contractor, such contractor shall be subject to prior written approval by the City and completed contract documents shall be submitted to the City.

Owners agree to arrange for a pre-construction meeting with the City Engineer and the contractor prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, according to the approved plans.

FOURTH: Owners hereby acknowledge the benefit to their property conferred by the construction of the aforementioned and agree and consent to pay the total sum of \$30,230.00 for the construction of said public utilities in lieu of the establishments of any special district by the City. Further, owners acknowledge that the benefit to their property conferred by the improvement is equal to, or in excess of, the aforementioned amount.

FIFTH: Owners agree that if, for any reason, the total cost of completion of such improvement shall exceed the sum deposited with the City in accordance with Paragraph SECOND hereof, that Owners will immediately remit such additional amount to the City upon request and City will disburse such additional amount in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sum deposited with City in accordance with Paragraph SECOND hereof, City will reimburse to the Owners the excess funds remaining after disbursement of funds.

SIXTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements for such public utilities as required by the City Engineer.

**CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS
(PRIVATE AGREEMENT)**

PROJECT NO. 02.920.3PROJECT LOCATION: SW ¼ SECTION 15COUNCIL RESOLUTION NO.DATE OF COUNCIL APPROVAL:

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this ____ day of _____, 200__.

OWNERSBy: RWT Building LLCTerry M RossTerry M Ross

Please Print or Type

CITY OF TROY

By: _____

Matt Pryor, Mayor

Please Print or Type

Tonni Bartholomew, City Clerk**STATE OF MICHIGAN, COUNTY OF OAKLAND**

On this 29th day of OCTOBER, A.D. 2002, before me personally appeared TERRY M. ROSS known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.

NOTARY PUBLIC, Barbara Mickel, Oakland Co. MichiganMy commission expires: MAY 1, 2005

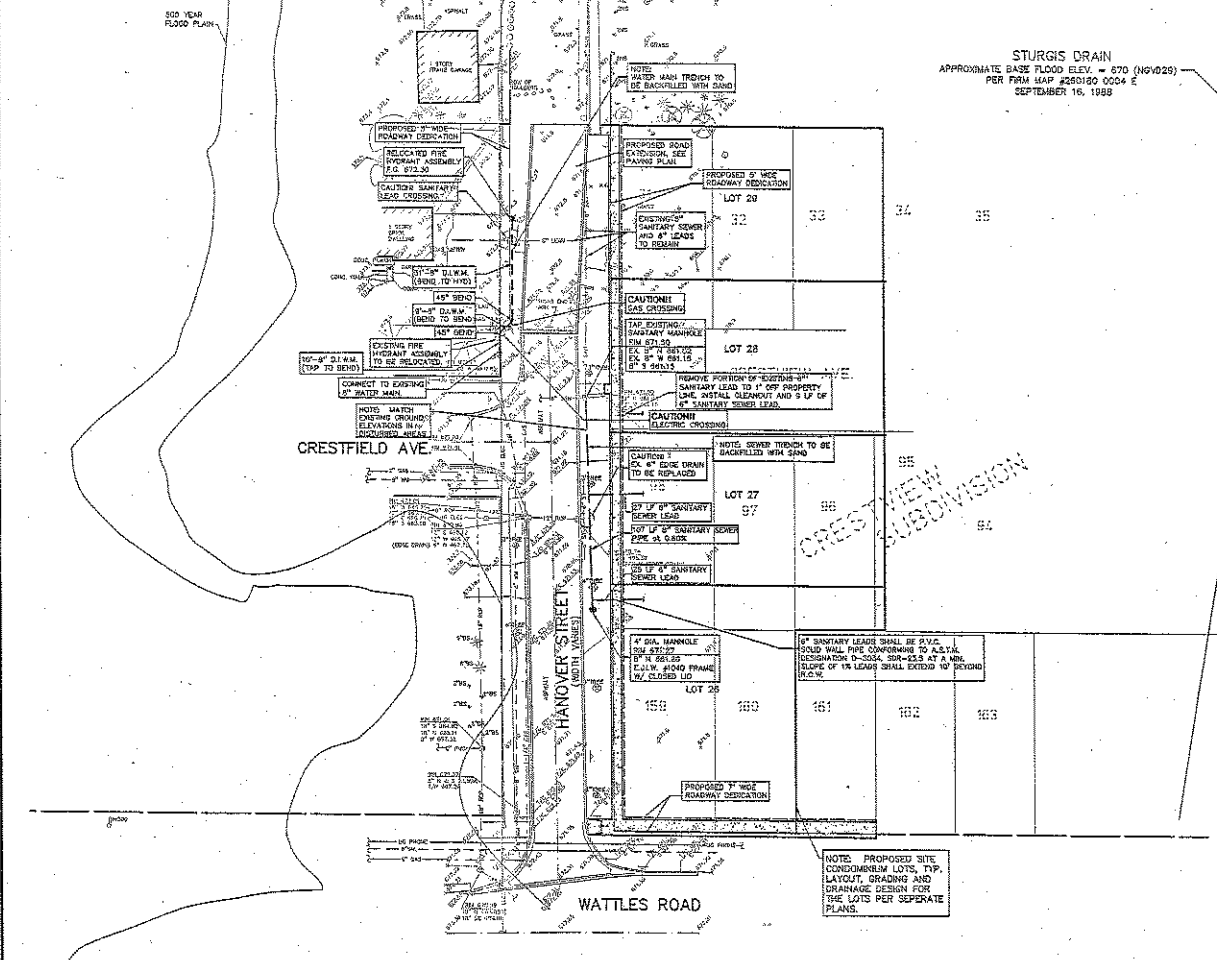
BARBARA MICKEL
NOTARY PUBLIC OAKLAND CO. MI
MY COMMISSION EXPIRES May 1, 2005

SECTION 100-100-100

1001 ARROW ON TOP OF HYDRANT
SOUTH SIDE OF WATTLES, 125' EAST OF LIVERMORE
ELEV. 691.44

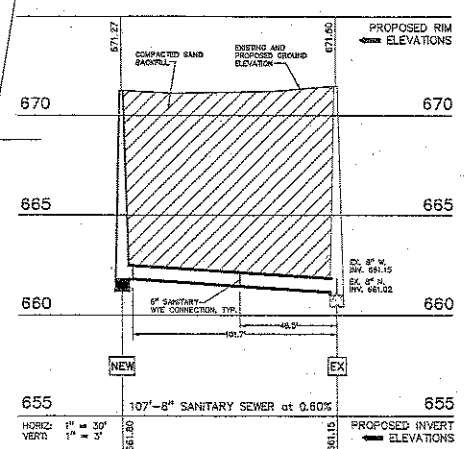
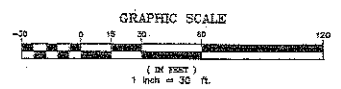
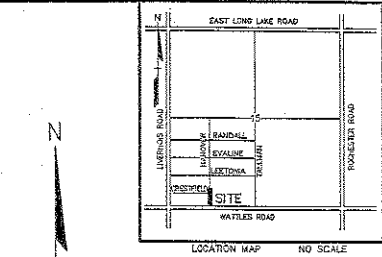
1002 ARROW ON TOP OF HYDRANT
SOUTH SIDE OF WATTLES, AT HOUSE #82
ELEV. 691.25
(NOTE: CITY OF TROY ELEV. 691.23)

1003 ARROW ON TOP OF HYDRANT
SOUTH SIDE OF WATTLES, 45' WEST OF
"H" LOT HYDRANT AT ELEV. 690.80
ELEV. 690.80
(NOTE: CITY OF TROY ELEV. 690.80)



- GENERAL NOTES**
- All construction and materials shall be in accordance with the current standards and specifications of the City of Troy, the State of New York, and the National Sanitation Foundation.
 - All necessary permits, bonds, insurance, etc., shall be paid for by the Contractor. The Owner shall pay for all necessary inspection fees.
 - All elevations shown are based on City of Troy datum (NGVD 29).
 - All elevations are for top of pavement, unless otherwise noted.
 - All items of work not specifically indicated as pay items in the proposed shall be considered incidental items.
 - The Contractor shall be responsible for dust control during the period of construction.
 - Prior to any excavation, the Contractor shall contact the City of Troy (908-262-7777) to verify the location of any existing underground utilities and shall notify representatives of other utilities in the vicinity of the work.
 - All properties or facilities in the surrounding area, public or private, destroyed or otherwise damaged due to construction, shall be restored to original condition or better.
 - Manhole finish grade elevations must be checked closely and approved by the Engineer before the Contractor's work is considered complete.
 - Contractor shall remove and dispose of off-site any trees, brush, stumps, trash or other unwanted debris, at the Owner's direction.
 - All connections to existing sewers shall be installed to the job.
 - The Contractor shall provide all necessary barricades and signs to protect the work and safety of the public.

- SEQUENCE OF CONSTRUCTION**
- Place erosion control fence.
 - Strip to stockpile topsoil (12" +/-) from disturbed right of way to be reused under and compacted and backfill installation is complete.
 - Place inlet filter on all catch basins and access in vicinity of work.
 - Install sanitary sewer.
 - Complete points.
 - Area between pavement curb and right-of-way line to be seeded and mulched or hydro seeded.
 - Remove erosion control fence and inlet filter at completion of work.



LEGEND

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SANITARY SEWER QUANTITIES	
DESCRIPTION	QUANTITY
107" SANITARY SEWER PIPE	107 LF
8" P.V.C. SOLID WALL PIPE	61 LF
8" CLEANSOUT	1 EA.
TAP EXISTING MANHOLE	1 EA.

WATER MAIN QUANTITIES	
DESCRIPTION	QUANTITY
8" D.I.W.M.	70 LF
RELOCATE HYDRANT	1 EA.

WATER MAIN & SANITARY SEWER PLAN
HANOVER STREET SANITARY SEWER
HANOVER STREET
TROY, MI

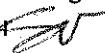
R.W.T. BUILDING, LLC
4535 HOMESTEAD
ORION, MI 48359

PROFESSIONAL ENGINEERING ASSOCIATES
2150 Rochester Ct. Suite 100
Troy, MI 48063-1072
(248) 693-9929

DES. RLS. SUB. GS. SCALE: 1" = 30' JOB NO. 2002004
DRL. RLS. P.M. DWN. DATE: 4-8-02 DWG. NO. C-3

October 23, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager/Finance and Administration
Gary A. Shripka, Assistant City Manager/Services
Steven J. Vandette, City Engineer 

SUBJECT: Approval of Contract with MDOT for Milling and Resurfacing of I-75 from 13 Mile to M-59
Project No. 02.110.6

RECOMMENDATION

Staff recommends that City Council approve the attached contract with the Michigan Department of Transportation (MDOT) for the milling and resurfacing of I-75 from 13 Mile to M-59. The attached agreement covers only that portion that lies within the City of Troy limits; I-75 from 14 Mile to Adams Road. Furthermore, staff recommends that the Mayor and City Clerk are authorized to execute the agreement.

SUMMARY

MDOT proposes to cold-mill and resurface the existing through lanes of I-75 between 13 Mile and M-59. The proposed project is considered a maintenance project as there is no widening or reconstruction proposed as part of the project work. The work is anticipated to begin in the spring of 2003. Traffic will be maintained at all times during the construction. Lane closures will be restricted to nights and weekends.

FUNDING

The City's share of the non-federally funded portion of project cost within City limits is 12.5% or an estimated \$29,300. If the project starts prior to July 1, 2003 and MDOT invoices the City of Troy for a portion of our share, funds would be available from the 2002/03 Major Road budget and the balance from the proposed 2003/04 budget.

FEDERAL AID PROGRESS PAYMENT

DAB

Control Section	IM 63174
Job Number	56686
Federal Item	KK 1185
Federal Project	IM 0263(081)
Contract	02-5476

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF TROY, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

Milling and resurfacing work on Highway I-75 from Fourteen Mile Road to Adams Road; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$2,343,700

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The CITY hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and engineering, legal, appraisal, financing, and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans therefor, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required; therefore, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PROJECT COST shall be charged to and paid by the DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

DEPARTMENT -	87.5%
CITY -	12.5%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

<u>TOTAL ESTIMATED COST</u>	<u>FED AID</u>	<u>BALANCE AFTER FEDERAL AID</u>	<u>DEPT'S SHARE</u>	<u>CITY'S SHARE</u>
\$2,343,700	\$2,109,300	\$234,400	\$205,100	\$29,300

Participation, if any, by the CITY in the acquisition of trunkline right-of-way shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made therefore and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. The CITY shall be billed for their share of the preliminary engineering costs upon award of the PROJECT. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the CITY will be based upon the CITY'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

8. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its required payments as specified herein.

9. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such moneys thereafter allocated by law to the CITY from the Michigan transportation Fund sufficient moneys to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

10. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

11. This contract is not intended to increase or decrease either party's liability, or immunity from, tort claims.

12. All of the PROJECT work shall be done by the DEPARTMENT.

13. In connection with the performance of the PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

14. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

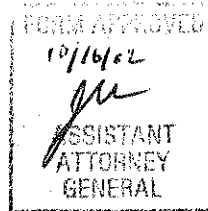
CITY OF TROY

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

October 28, 2002

To: John Szerlag, City Manager
 Gary Shripka, Assistant City Manager/Services
 Jeanette Bennett, Purchasing Director
 William R. Need, Public Works Director

Re: Standard Purchasing Resolution 2: Bid Award – Lowest Acceptable Bidders
 Water System Materials

RECOMMENDATION

Bid proposals were accepted on October 4, 2002, for One (1) year requirements of Water System Materials. After review, the Public Works Department recommends awarding the contract to the lowest acceptable bidders as indicated below, at an estimated total cost of \$44,450.00.

SLC Meter Service

PROPOSAL: Miscellaneous Water System Materials

	Estimated Quantity	Description	Unit Price	Total
Item 2: Corporation Stops				
B.	25	1 ½" w/nuts	\$31.72	\$793.00
Item 3: Curb Stops				
A.	150	1" w/nuts	\$23.49	\$3523.50
B.	45	1 1/2" w/nuts	\$51.63	\$2323.35
Item 4: Full Circle Repair Clamps				
A.	12	4"x12"	\$33.04	\$396.48
B.	12	4"x8"	\$25.81	\$309.72
C.	18	6"x7 ½ Single Band	\$25.73	\$463.14
E.	18	6"x12"	\$35.47	\$638.46
F.	30	8"x8"	\$29.13	\$873.90
G.	30	8"x12"	\$41.70	\$1251.00
H.	8	8"x15"	\$47.67	\$381.36
I.	12	6"x8" Tapped Repair Clamp	\$32.43	\$389.16
J.	12	6"x12" Tapped Repair Clamp	\$45.73	\$548.76
K.	15	8"x12" Tapped Repair Clamp	\$51.95	\$779.25
L.	6	12"x15" Tapped Repair Clamp	\$83.90	\$503.40
Item 5: Brass Fittings				
D.	25	2"x90 Degree Bend w/nuts-not swivel	\$40.13	\$1003.25
Item 6: Tapping Saddles				
A.	36	1"x8" for AC Pipe	\$43.56	\$1568.16
Estimated Grand Total:				\$15,745.89

October 23, 2002

To: The Honorable Mayor and City Council
Re: Bid Award – Water System Materials

Vanderlind & Son Inc.
Proposal: Miscellaneous Water System Materials

	Estimated Quantity	Description	Unit Price	Total
Item 1: Curb Box Items				
C.	100	2" Curb Box Lid	\$6.35	\$635.00
D.	500	Stems for 1" Curb Boxes	\$2.57	\$1285.00
Item 2: Corporation Stops				
A.	75	1" w/nuts	\$11.44	\$ 858.00
C.	25	2" w/nuts	\$54.73	\$1368.25
Item 3: Curb Stops				
C.	40	2" w/nuts	\$82.49	\$3299.60
Item 4: Full Circle Repair Clamps				
D.	12	6"x8"	\$35.73	\$428.76
Item 5: Brass Fittings				
A.	13	1 ½ " Copper to Copper Union w/nuts	\$19.37	\$251.81
B.	30	2" Copper to Copper Union w/nuts	\$31.59	\$947.70
Item 6: Tapping Saddles				
B.	12	1"x16" for Concrete Pipe	\$116.19	\$1394.28
Item 7: Service Saddle				
A.	20	16" Concrete 1" Tap	\$116.19	\$2323.80
B.	5	16" Concrete 2" Tap	\$117.19	\$585.95
Estimated Grand Total:				\$13,378.15

East Jordan Iron Works
Proposal: Miscellaneous Water System Materials

	Estimated Quantity	Description	Unit Price	Total
Item 10: Rings & Covers				
A.	26	1040 ZPT San M/H Frame	\$129.50	\$3367.00
B.	50	1040 APT San M/H Cover	\$86.80	\$4340.00
Estimated Grand Total:				\$7,707.00

US Filter Inc
Proposal: Miscellaneous Water System Materials

	Estimated Quantity	Description	Unit Price	Total
Item 1: Curb Box Items				
A.	100	1" Curb Box Lid	\$3.28	\$328.00
B.	25	1 ¼" Curb Box Lid	\$3.80	\$ 95.00
Item 2: Corporation Stops				
A.	75	1" w/nuts	\$11.44	\$858.00
Item 5: Brass Fittings				
A.	12	1 ½" Copper to Copper Union w/nuts	\$19.37	\$232.44
Item 9: Water Main Fittings				
A.	12	12" MJ Rings	\$1.82	\$21.84
B.	6	6" MJ Split Rings	\$3.33	\$19.98
C.	24	8" Megalug Rings MJ	\$20.62	\$494.88
D.	24	8" MJ Rings	\$1.38	\$33.12
F.	6	6" Water Main MJ Cap	\$14.21	\$85.26
G.	6	8" Water Main MJ Cap	\$21.93	\$131.58
H.	6	6" MJ Plugs	\$15.03	\$90.18
I.	6	8" MJ Plugs	\$21.53	\$129.18
J.	1	12" Resl Wedge Valve w/MJ Ends	\$670.36	\$670.36
K.	12	8"x12" Solid Sleeve DI	\$43.06	\$516.72
Item 11: Parts for Mueller Improved Fire Hydrants: Discount of 5% will be given on all parts; Parts Price List attached and dated 2/26/01 will be used.				
Estimated Grand Total:				\$3,706.54

Etna Supply Company:
Proposal: Miscellaneous Water System Materials

	Estimated Quantity	Description	Unit Price	Total
Item 1: Curb Box Items				
B.	25	1 ¼" Curb Box Lid	\$3.80	\$95.00
Item 5: Brass Fittings				
C.	18	1 ½"x 90 Degree Bend w/nuts-not swivel	\$22.50	\$405.00
E.	35	2"x45 Degree Bend w/nuts-not swivel	\$36.00	\$1260.00
Item 8: Valve Box Parts				
A.	40	D-Box Top Section 36"	\$53.50	\$2140.00
Item 9: Water Main Fittings				
E.	6	12" Mech Gasket Cut-In Sleeve	\$1.85	\$11.10
Estimated Grand Total:				\$3,911.10

October 23, 2002

To: The Honorable Mayor and City Council
Re: Bid Award – Water System Materials

EXPLANATION OF BIDS NOT MEETING SPECIFICATIONS

The City of Troy Water Department stocks 12", 24", 26", and 36" D-Box top sections and 1' extensions to accommodate various depths of water mains. Currently, staff has determined that the supply of the 36" size has been depleted. US Filter, Inc did not meet specifications for Item 8(A) D-Box Top Section 36". They quoted a 26" section.

East Jordan Iron Works was deemed non-responsive for Item 11. Parts for Mueller Fire Hydrants, as price lists were not included with the bid proposal as required.

SUMMARY

Two vendors, Etna Supply and US Filter tied bids on Item 1(B) – 1 ¼" Curb Box Lids. In addition, US Filter and Vanderlind & Son, Inc. tied bids on Items 2(A) – 1" Corporation Stops and 5(A) 1 ½" Copper to Copper Unions. The awards have been split between each vendor, thereby increasing the availability of the items to the Water Department.

BUDGET

Funds are available in the Water Department Operating Budget.

32 Bids Sent
6 Bids Rec'd
6 No Bids: 4 Do not handle the type of products bid
 1 Not interested in bidding at this time
 1 No bid at this time, but wants to remain on the list
20 "Statement of No Bid" forms not returned

Prepared by: Vicki C. Richardson, Administrative Aide

Opening Date -- 10/4/02
Date Prepared -- 10/23/02

CITY OF TROY
BID TABULATION
WATER SYSTEM MATERIALS

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VENDOR NAME:			SLC METER SERVICE		VANDERLIND & SON INC	
ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<u>CURB BOX ITEMS</u>						
1A.	100	1" CURB BOX LID	\$ 4.98	\$ 498.00	\$ 3.30	\$ 330.00
1B.	50	1 1/4" CURB BOX LID	\$ 5.25	\$ 262.50	\$ 3.81	\$ 190.50
1C.	100	2" CURB BOX LID	\$ 6.88	\$ 688.00	\$ 6.35	\$ 635.00
1D.	500	STEMS FOR 1" CURB BOXES	\$ 5.00	\$ 2,500.00	\$ 2.57	\$ 1,285.00
MANUFACTURER			VARIOUS		AY MCDONALD	
MODEL			N/A		5601L....	
<u>CORPORATION STOPS</u>						
2A.	150	1" CORPORATION STOPS with nuts	\$ 11.58	\$ 1,737.00	\$ 11.44	\$ 858.00
2B.	25	1 1/2" CORPORATION STOPS with nuts	\$ 31.72	\$ 793.00	\$ 32.20	\$ 805.00
2C.	25	2" CORPORATION STOPS with nuts	\$ 55.41	\$ 1,385.25	\$ 54.73	\$ 1,368.25
MANUFACTURER			FORD		AY MCDONALD	
MODEL			N/A		4701-4701B	
<u>CURB STOPS</u>						
3A.	150	1" CURB STOPS with nuts	\$ 23.49	\$ 3,523.50	\$ 23.96	\$ 3,594.00
3B.	45	1 1/2" CURB STOPS with nuts	\$ 51.63	\$ 2,323.35	\$ 52.40	\$ 2,358.00
3C.	40	2" CURB STOPS with nuts	\$ 83.54	\$ 3,341.60	\$ 82.49	\$ 3,299.60
MANUFACTURER			FORD		AY MCDONALD	
MODEL			N/A		4717-6104	
<u>FULL CIRCLE REPAIR CLAMPS</u>						
4A.	12	4 X 12	\$ 33.04	\$ 396.48	\$ 47.01	\$ 564.12
4B.	12	4 X 8	\$ 25.81	\$ 309.72	\$ 30.79	\$ 369.48
4C.	18	6 X 7 1/2 Single Band	\$ 25.73	\$ 463.14	\$ 35.73	\$ 643.14
4D.	12	6 X 8	N/A		\$ 35.73	\$ 428.76
4E.	18	6 X 12	\$ 35.47	\$ 638.46	\$ 57.25	\$ 1,030.50
4F.	30	8 X 8	\$ 29.13	\$ 873.90	\$ 41.77	\$ 1,253.10
4G.	30	8 X 12	\$ 41.70	\$ 1,251.00	\$ 66.72	\$ 2,001.60
4H.	8	8 X 15	\$ 47.67	\$ 381.36	\$ 76.69	\$ 613.52
4I.	12	6 X 8 Tapped Repair Clamp Single Band	\$ 32.43	\$ 389.16	\$ 55.48	\$ 665.76
4J.	12	6 X 12 TAPPED REPAIR CLAMP	\$ 45.73	\$ 548.76	\$ 80.93	\$ 971.16
4K.	15	8 X 12 TAPPED REPAIR CLAMP	\$ 51.95	\$ 779.25	\$ 92.19	\$ 1,382.85
4L.	6	12 X 15 TAPPED REPAIR CLAMP	\$ 83.90	\$ 503.40	\$ 138.88	\$ 833.28
MANUFACTURER			FORD		SMITH-BLAIR	
MODEL			N/A		261....	
<u>BRASS FITTINGS</u>						
5A.	25	11/2" COPPER TO COPPER UNION w/nuts	\$ 20.48	\$ 512.00	\$ 19.37	\$ 251.81
5B.	30	2" COPPER TO COPPER UNION w/nuts	\$ 33.41	\$ 1,002.30	\$ 31.59	\$ 947.70
5C.	18	1 1/2 X 90 DEGREE BEND w/nuts-not swivel	\$ 29.12	\$ 524.16	\$ 36.29	\$ 653.22
5D.	25	2" X 90 DEGREE BEND w/nuts - not swivel	\$ 40.13	\$ 1,003.25	\$ 58.59	\$ 1,464.75
5E.	35	2" X 45 DEGREE BEND w/nuts - not swivel	\$ 37.01	\$ 1,295.35	\$ 48.00	\$ 1,680.00
MANUFACTURER			FORD		AY MCDONALD/MUELLER	
MODEL			N/A		4758	

Opening Date -- 10/04/02
Date Prepared -- 10/23/02

CITY OF TROY
BID TABULATION
WATER SYSTEM MATERIALS

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VENDOR NAME:

SLC METER SERVICE

VANDERLIND & SON INC

ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<u>TAPPING SADDLES</u>						
6A.	36	1" X 8" FOR ASBESTOS CONCRETE	\$ 43.56	\$ 1,568.16	\$ 46.80	\$ 1,684.80
6B.	12	1" X 16" FOR CONCRETE	NO BID		\$ 116.19	\$ 1,394.28
MANUFACTURER			FORD		AY MCDONALD/SMITH BLAIR	
MODEL			N/A		3825, 362...	
<u>SERVICE SADDLE</u>			NO BID			
7A.	20	16" CONCRETE 1" TAP			\$ 116.19	\$ 2,323.80
7B.	5	16" CONCRETE 2" TAP			\$ 117.19	\$ 585.95
MANUFACTURER					SMITH-BLAIR	
MODEL					362	
<u>VALVE BOX PARTS</u>			NO BID			
8A.	40	D-BOX TOP SECTION 36"			\$ 53.90	\$ 2,156.00
MANUFACTURER					TYLER / US PIPE	
MODEL					T26	
<u>WATER MAIN FITTINGS</u>			NO BID			
9A.	12	12" MJ RINGS			\$ 12.95	\$ 155.40
9B.	6	6" MJ SPLIT RINGS			\$ 6.95	\$ 41.70
9C.	24	8" MEGALUG RINGS MJ			\$ 23.00	\$ 552.00
9D.	24	8" MJ RINGS			\$ 8.00	\$ 192.00
9E.	6	12" MECH GASKET CUT IN SLEEVE			\$ 454.30	\$ 2,725.80
9F.	6	6" WATER MAIN MJ CAP			\$ 24.64	\$ 147.84
9G.	6	8" WATER MAIN MJ CAP			\$ 38.02	\$ 228.12
9H.	6	6" MJ PLUGS			\$ 26.05	\$ 156.30
9I.	6	8" MJ PLUGS			\$ 37.32	\$ 223.92
9J.	1	12" RESL. WEDGE valve w/MJ Ends			\$ 706.20	\$ 706.20
9K.	12	8 x 12 SOLID SLEEVE D.I.			\$ 74.63	\$ 895.56
MANUFACTURER					US PIPE	
MODEL						
<u>RINGS & COVERS</u>			NO BID			
10A.	26	1040 ZPT SAN M/H FRAME			\$ 151.47	\$ 3,938.22
10B.	50	1040 APT SAN M/H COVER			\$ 104.46	\$ 5,223.00
MANUFACTURER						
MODEL						
11		<u>PARTS FOR MUELLER FIRE HYDRANTS</u>	NO BID		NO BID	
		DISCOUNT				
		Parts Price List				
		Dated				
ESTIMATED TOTAL AWARDED ITEMS:				\$ 15,745.89	\$13,378.15	

Opening Date -- 10/4/02
Date Prepared -- 10/23/02

CITY OF TROY
BID TABULATION
WATER SYSTEM MATERIALS

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VENDOR NAME:

SLC METER SERVICE

VANDERLIND & SON INC

ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
		TERMS:	NET 30 DAYS		NET 30	
		WARRANTY:	MANUFACTURER		MANUFACTURER	
		DELIVERY DATE:	4-6 WEEKS		STOCK - 2 WEEKS	
		EXCEPTIONS:	NONE KNOWN		BLANK	

Opening Date -- 10/4/02
Date Prepared -- 10/23/02

CITY OF TROY
BID TABULATION
WATER SYSTEM MATERIALS

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VENDOR NAME:			EAST JORDAN IRON WORKS		US FILTER INC	
ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<u>CURB BOX ITEMS</u>						
1A.	100	1" CURB BOX LID	\$ 4.04	\$ 404.00	\$ 3.28	\$ 328.00
1B.	50	1 1/4" CURB BOX LID	\$ 5.32	\$ 266.00	\$ 3.80	\$ 95.00
1C.	100	2" CURB BOX LID	\$ 9.49	\$ 949.00	\$ 8.25	\$ 825.00
1D.	500	STEMS FOR 1" CURB BOXES	\$ 7.45	\$ 3,725.00	\$ 4.73	\$ 2,365.00
MANUFACTURER			MUELLER		AY MCDONALD	
MODEL			89982....		5601L, 5614L....	
<u>CORPORATION STOPS</u>						
2A.	150	1" CORPORATION STOPS with nuts	\$ 14.80	\$ 2,220.00	\$ 11.44	\$ 858.00
2B.	25	1 1/2" CORPORATION STOPS with nuts	\$ 38.56	\$ 964.00	\$ 35.07	\$ 876.75
2C.	25	2" CORPORATION STOPS with nuts	\$ 70.75	\$ 1,768.75	\$ 58.17	\$ 1,454.25
MANUFACTURER			MUELLER		AY MCDONALD	
MODEL			H15000		4701 - 4701B	
<u>CURB STOPS</u>						
3A.	150	1" CURB STOPS with nuts	\$ 42.17	\$ 6,325.50	\$ 23.85	\$ 3,577.50
3B.	45	1 1/2" CURB STOPS with nuts	\$ 83.18	\$ 3,743.10	\$ 52.43	\$ 2,359.35
3C.	40	2" CURB STOPS with nuts	\$ 134.53	\$ 5,381.20	\$ 82.53	\$ 3,301.20
MANUFACTURER			MUELLER		AY MCDONALD	
MODEL			H15154		4717 & 6104	
<u>FULL CIRCLE REPAIR CLAMPS</u>						
4A.	12	4 X 12	\$ 65.09	\$ 781.08	\$ 47.27	\$ 567.24
4B.	12	4 X 8	\$ 40.98	\$ 491.76	\$ 30.81	\$ 369.72
4C.	18	6 X 7 1/2 Single Band	NO BID		\$ 35.92	\$ 646.56
4D.	12	6 X 8	\$ 72.89	\$ 874.68	\$ 35.92	\$ 431.04
4E.	18	6 X 12	\$ 108.96	\$ 1,961.28	\$ 57.58	\$ 1,036.44
4F.	30	8 X 8	\$ 83.44	\$ 2,503.20	\$ 42.01	\$ 1,260.30
4G.	30	8 X 12	\$ 121.37	\$ 3,641.10	\$ 67.10	\$ 2,013.00
4H.	8	8 X 15	\$ 157.92	\$ 1,263.36	\$ 77.13	\$ 617.04
4I.	12	6 X 8 Tapped Repair Clamp Single Band	NO BID		\$ 55.79	\$ 669.48
4J.	12	6 X 12 TAPPED REPAIR CLAMP	NO BID		\$ 81.39	\$ 976.68
4K.	15	8 X 12 TAPPED REPAIR CLAMP	NO BID		\$ 92.72	\$ 1,390.80
4L.	6	12 X 15 TAPPED REPAIR CLAMP	NO BID		\$ 139.68	\$ 838.08
MANUFACTURER			ROMAC		SMITH-BLAIR	
MODEL			SS1 & SS2		261 & 264	
<u>BRASS FITTINGS</u>						
5A.	25	1 1/2" COPPER TO COPPER UNION w/nuts	\$ 25.70	\$ 642.50	\$ 19.37	\$ 232.44
5B.	30	2" COPPER TO COPPER UNION w/nuts	\$ 41.93	\$ 1,257.90	\$ 31.61	\$ 948.30
5C.	18	1 1/2 X 90 DEGREE BEND w/nuts-not swivel	\$ 29.06	\$ 523.08	\$ 34.08	\$ 613.44
5D.	25	2" X 90 DEGREE BEND w/nuts - not swivel	\$ 54.38	\$ 1,359.50	\$ 46.98	\$ 1,174.50
5E.	35	2" X 45 DEGREE BEND w/nuts - not swivel	\$ 46.48	\$ 1,626.80	\$ 43.38	\$ 1,518.30
MANUFACTURER			MUELLER		AY MCDONALD	
MODEL			H15400		4758 - H15525....	

Opening Date -- 10/04/02
Date Prepared -- 10/23/02

CITY OF TROY
BID TABULATION
WATER SYSTEM MATERIALS

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VENDOR NAME:

EAST JORDAN IRON WORKS

US FILTER INC

ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<u>TAPPING SADDLES</u>						
6A.	36	1" X 8" FOR ASBESTOS CONCRETE	\$ 64.39	\$ 2,318.04	\$ 49.48	\$ 1,781.28
6B.	12	1" X 16" FOR CONCRETE	\$ 199.85	\$ 2,398.20	\$ 134.02	\$ 1,608.24
MANUFACTURER			ROMAC/JCM		JCM	
MODEL			202B/425			
<u>SERVICE SADDLE</u>						
7A.	20	16" CONCRETE 1" TAP	\$ 199.85	\$ 3,997.00	\$ 134.02	\$ 2,680.40
7B.	5	16" CONCRETE 2" TAP	\$ 228.40	\$ 1,142.00	\$ 134.02	\$ 670.10
MANUFACTURER			JCM		JCM	
MODEL			425		425	
8A.	40	<u>VALVE BOX PARTS</u> D-BOX TOP SECTION 36"	NO BID		26" NOT 36" DMS (\$23.11)	
MANUFACTURER					TYLER	
MODEL					26" 6860 D-BOX	
<u>WATER MAIN FITTINGS</u>						
9A.	12	12" MJ RINGS	\$ 8.56	\$ 102.72	\$ 1.82	\$ 21.84
9B.	6	6" MJ SPLIT RINGS	\$ 24.60	\$ 147.60	\$ 3.33	\$ 19.98
9C.	24	8" MEGALUG RINGS MJ	\$ 27.50	\$ 660.00	\$ 20.62	\$ 494.88
9D.	24	8" MJ RINGS	\$ 5.28	\$ 126.72	\$ 1.38	\$ 33.12
9E.	6	12" MECH GASKET CUT IN SLEEVE	\$ 2.08	\$ 12.48	\$ 390.81	\$ 2,344.86
9F.	6	6" WATER MAIN MJ CAP	\$ 16.45	\$ 98.70	\$ 14.21	\$ 85.26
9G.	6	8" WATER MAIN MJ CAP	\$ 25.38	\$ 152.28	\$ 21.93	\$ 131.58
9H.	6	6" MJ PLUGS	\$ 17.39	\$ 104.34	\$ 15.03	\$ 90.18
9I.	6	8" MJ PLUGS	\$ 24.91	\$ 149.46	\$ 21.53	\$ 129.18
9J.	1	12" RESL. WEDGE valve w/MJ Ends	\$ 707.20	\$ 707.20	\$ 670.36	\$ 670.36
9K.	12	8 x 12 SOLID SLEEVE D.I.	\$ 49.82	\$ 597.84	\$ 43.06	\$ 516.72
MANUFACTURER			TYLER / EJIW		TYLER / EJIW	
MODEL					MJ FITTINGS	
<u>RINGS & COVERS</u>						
10A.	26	1040 ZPT SAN M/H FRAME	\$ 129.50	\$ 3,367.00	\$ 129.69	\$ 3,371.94
10B.	50	1040 APT SAN M/H COVER	\$ 86.80	\$ 4,340.00	\$ 86.92	\$ 4,346.00
MANUFACTURER			EJIW		EJIW	
MODEL			EJIW		EJIW	
11		<u>PARTS FOR MUELLER FIRE HYDRANTS</u>	DMS		AS LISTED	
		DISCOUNT	No Price Lists Included		5%	
		Parts Price List			LISTED ON PRICE SHEET	
		Dated			2/26/01	
ESTIMATED TOTAL AWARDED ITEMS:				\$ 7,707.00	\$ 3,706.54	

Opening Date -- 10/4/02
Date Prepared -- 10/23/02

CITY OF TROY
BID TABULATION
WATER SYSTEM MATERIALS

SBP 02-45
Pg. 6 of 9

VENDOR NAME:

EAST JORDAN IRON WORKS

US FILTER INC

ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
		TERMS:	NET 30 DAYS		NET 30 DAYS	
		WARRANTY:	ONE YEAR		MANUFACTURER	
		DELIVERY DATE:	2-3 WEEKS		AS NEEDED	
		EXCEPTIONS:	BLANK		LISTED IN BID	

Opening Date -- 10/4/02
Date Prepared -- 10/23/02

CITY OF TROY
BID TABULATION
WATER SYSTEM MATERIALS

SBP 02-45
Pg. 7 of 9

VENDOR NAME:			ETNA SUPPLY CO		GUNNERS METERS & PARTS	
ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<u>CURB BOX ITEMS</u>						
1A.	100	1" CURB BOX LID	\$ 4.70	\$ 470.00	\$ 3.65	\$ 365.00
1B.	50	1 1/4" CURB BOX LID	\$ 3.80	\$ 95.00	\$ 4.20	\$ 105.00
1C.	100	2" CURB BOX LID	\$ 12.80	\$ 1,280.00	\$ 7.25	\$ 725.00
1D.	500	STEMS FOR 1" CURB BOXES	\$ 3.25	\$ 1,625.00	\$ 4.50	\$ 2,250.00
MANUFACTURER			M&E / MUELLER		AY MCDONALD	
MODEL						
<u>CORPORATION STOPS</u>						
2A.	150	1" CORPORATION STOPS with nuts	\$ 11.65	\$ 1,747.50	\$ 11.50	\$ 1,725.00
2B.	25	1 1/2" CORPORATION STOPS with nuts	\$ 31.90	\$ 797.50	\$ 35.00	\$ 875.00
2C.	25	2" CORPORATION STOPS with nuts	\$ 55.70	\$ 1,392.50	\$ 58.00	\$ 1,450.00
MANUFACTURER			FORD		AY MCDONALD	
MODEL			F600/FB600		4701	
<u>CURB STOPS</u>						
3A.	150	1" CURB STOPS with nuts	\$ 23.60	\$ 3,540.00	\$ 26.00	\$ 3,900.00
3B.	45	1 1/2" CURB STOPS with nuts	\$ 51.90	\$ 2,335.50	\$ 55.00	\$ 2,475.00
3C.	40	2" CURB STOPS with nuts	\$ 83.95	\$ 3,358.00	\$ 83.00	\$ 3,320.00
MANUFACTURER			FORD		AY MCDONALD	
MODEL			Z22 / B22		6104	
<u>FULL CIRCLE REPAIR CLAMPS</u>					NO BID	
4A.	12	4 X 12	\$ 47.00	\$ 564.00		
4B.	12	4 X 8	\$ 30.65	\$ 367.80		
4C.	18	6 X 7 1/2 Single Band	\$ 35.75	\$ 643.50		
4D.	12	6 X 8	\$ 35.75	\$ 429.00		
4E.	18	6 X 12	\$ 57.25	\$ 1,030.50		
4F.	30	8 X 8	\$ 41.80	\$ 1,254.00		
4G.	30	8 X 12	\$ 66.75	\$ 2,002.50		
4H.	8	8 X 15	\$ 76.70	\$ 613.60		
4I.	12	6 X 8 Tapped Repair Clamp Single Band	\$ 55.50	\$ 666.00		
4J.	12	6 X 12 TAPPED REPAIR CLAMP	\$ 81.00	\$ 972.00		
4K.	15	8 X 12 TAPPED REPAIR CLAMP	\$ 92.25	\$ 1,383.75		
4L.	6	12 X 15 TAPPED REPAIR CLAMP	\$ 140.00	\$ 840.00		
MANUFACTURER			SMITH-BLAIR			
MODEL			261 / 264			
<u>BRASS FITTINGS</u>						
5A.	25	11/2" COPPER TO COPPER UNION w/nuts	\$ 19.90	\$ 497.50	\$ 19.50	\$ 487.50
5B.	30	2" COPPER TO COPPER UNION w/nuts	\$ 32.45	\$ 973.50	\$ 33.00	\$ 990.00
5C.	18	1 1/2 X 90 DEGREE BEND w/nuts-not swivel	\$ 22.50	\$ 405.00	\$ 28.00	\$ 504.00
5D.	25	2" X 90 DEGREE BEND w/nuts - not swivel	\$ 42.10	\$ 1,052.50	\$ 55.00	\$ 1,375.00
5E.	35	2" X 45 DEGREE BEND w/nuts - not swivel	\$ 36.00	\$ 1,260.00	\$ 48.00	\$ 1,680.00
MANUFACTURER			FORD		AY MCDONALD	
MODEL			BLANK		4758	

Opening Date -- 10/04/02
Date Prepared -- 10/23/02

CITY OF TROY
BID TABULATION
WATER SYSTEM MATERIALS

SBP 02-45
Pg. 8 of 9

VENDOR NAME:

ETNA SUPPLY CO

GUNNERS METERS & PARTS

ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<u>TAPPING SADDLES</u>						
6A.	36	1" X 8" FOR ASBESTOS CONCRETE	\$ 45.00	\$ 1,620.00	\$ 48.00	\$ 1,728.00
6B.	12	1" X 16" FOR CONCRETE	\$ 130.00	\$ 1,560.00	\$ 130.00	\$ 1,560.00
MANUFACTURER			BLANK		AY MCDONALD	
MODEL			BLANK		3825	
<u>SERVICE SADDLE</u>						
7A.	20	16" CONCRETE 1" TAP	\$ 130.00	\$ 2,600.00	\$ 130.00	\$ 2,600.00
7B.	5	16" CONCRETE 2" TAP	\$ 130.00	\$ 650.00	\$ 130.00	\$ 650.00
MANUFACTURER			SMITH-BLAIR		JCM	
MODEL			362		425	
<u>VALVE BOX PARTS</u>					NO BID	
8A.	40	D-BOX TOP SECTION 36"	\$ 53.50	\$ 2,140.00		
MANUFACTURER			BLANK			
MODEL			BLANK			
<u>WATER MAIN FITTINGS</u>					NO BID	
9A.	12	12" MJ RINGS	\$ 7.55	\$ 90.60		
9B.	6	6" MJ SPLIT RINGS	\$ 16.00	\$ 96.00		
9C.	24	8" MEGALUG RINGS MJ	\$ 22.25	\$ 534.00		
9D.	24	8" MJ RINGS	\$ 4.60	\$ 110.40		
9E.	6	12" MECH GASKET CUT IN SLEEVE	\$ 1.85	\$ 11.10		
9F.	6	6" WATER MAIN MJ CAP	\$ 14.50	\$ 87.00		
9G.	6	8" WATER MAIN MJ CAP	\$ 22.25	\$ 133.50		
9H.	6	6" MJ PLUGS	\$ 15.20	\$ 91.20		
9I.	6	8" MJ PLUGS	\$ 21.75	\$ 130.50		
9J.	1	12" RESL. WEDGE valve w/MJ Ends	\$ 675.00	\$ 675.00		
9K.	12	8 x 12 SOLID SLEEVE D.I.	\$ 43.50	\$ 522.00		
MANUFACTURER			BLANK			
MODEL			BLANK			
<u>RINGS & COVERS</u>			NO BID		NO BID	
10A.	26	1040 ZPT SAN M/H FRAME				
10B.	50	1040 APT SAN M/H COVER				
MANUFACTURER						
MODEL						
11		<u>PARTS FOR MUELLER FIRE HYDRANTS</u>	NO BID		NO BID	
		DISCOUNT				
		Parts Price List				
		Dated				
ESTIMATED TOTAL AWARDED ITEMS:				\$ 3,911.10		

Opening Date -- 10/4/02
Date Prepared -- 10/23/02

CITY OF TROY
BID TABULATION
WATER SYSTEM MATERIALS

SBP 02-45
Pg. 9 of 9

VENDOR NAME:

ETNA SUPPLY CO

GUNNERS METERS & PARTS

ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
		TERMS:	NET 30 DAYS		NET 30 DAYS	
		WARRANTY:	MANUFACTURER		ONE YEAR	
		DELIVERY DATE:	BLANK		1-2 WEEKS	
		EXCEPTIONS:	BLANK		LISTED IN BID	

NO BIDS:

Best Plumbing Specialties
Trumbull Industries
AM McCarthy & Sons Co
Bernco, Inc
Hersey Meters Company
Michigan Aquatic Control, Inc

PROPOSAL: One Year Requirements of Water System Materials in accordance with the specifications

BOLDFACE TYPE DENOTES LOWEST ACCEPTABLE BIDDERS

ATTEST:

Michael Karloff
MaryAnn Hays
Linda Bockstanz

 Jeanette Bennett
 Purchasing Director

A M McCARTHY & SONS COMPANY
ATTN TONIA WVERZ
22750 HOOVER ROAD
WARREN MI 48089

AJ DANBOISE
31015 GRAND RIVER AVE
FARMINGTON HILLS MI 48336

BERNCO INC
20816 ELEVEN MILE #2
ST CLAIR SHORES MI 48081

BEST PLUMBING SPECIALTIES INC
1306 BAILES LANE
FREDERICK MI 21701

DETROIT NIPPLE WORKS
6530 BEAUBIEN
DETROIT MI 48202

EAST JORDAN IRON WORKS
13000 NORTHEND
OAK PARK MI 48237

ETNA SUPPLY CO
29949 BECK ROAD
WIXOM MI 48393

ETNA SUPPLY CO
529 32ND STREET SE
GRAND RAPIDS MI 49548

GUNNERS METERS & PARTS
454 N CASS AVENUE
PONTIAC MI 48342

HAYES EXCAVATING CO INC
7191 EDWARD STREET
DETROIT MI 48210

HERSEY-METERS
10210 STATESVILLE BLVD
P O BOX 128
CLEVELAND NC 27013

J A HALL ENTERPRISES INC
6500 EPWHORTH
DETROIT MI 48210

LASALLE CONTRACTING LLC
5002 DEWITT
CANTON MI 48188

LINWOOD PIPE & SUPPLY CO INC
14860 LINWOOD
DETROIT MI 48238

MICHIGAN AQUATIC CONTROL INC
1415 CEDAR DRIVE
IMLAY CITY MI 48444

MICHIGAN PIPE & VALVE
3604 PAGE AVENUE
JACKSON MI 49203

MIDWAY SUPPLY COMPANY INC
2019 E HIGH STREET
JACKSON MI 49203

MUELLER CO
500 WEST ELDORADO
P O BOX 671
DECATUR IL 62525

OSCAR W LARSON COMPANY
10100 DIXIE HIGHWAY
CLARKSTON MI 48348

PAMAR ENTERPRISES INC
58021 GRATIOT
NEW HAVEN MI 48048

PREMARC CORPORATION
ATTN RICHARD THIELL
7505 HWY M-71
DURAND MI 48429

PROGRESSIVE DESIGN AND CONSTUCTION
19215 W 13 MILE ROAD
SOUTHFIELD MI 48076

R & S PLUMBING HEATING & COOLING INC
30777 NORTHWESTERN HWY STE 102
FARMINGTON HILLS MI 48334

S L C METER SERVICE INC
3059 DIXIE HWY
WATERFORD MI 48328-1719

SENSUS TECHNOLOGIES INC
450 NORTH GALLATIN AVENUE
P O BOX 487
UNIONTOWN PA 15401

SHEPPARDS
1020 SCOTLAND DR #1005
DESOTO TX 75115

STATE PLUMBING & HEATING
2501 FENKELL
DETROIT MI 48238

THE BOSTWICK BRAUN COMPANY
1946 N 13TH STREET
P O BOX 912
TOLEDO OH 43624

THE PREMARC CORPORATION
4950 WHITELAKE ROAD
CLARKSTON MI 48346

TRUMBULL INDUSTRIES
P O BOX 1556
YOUNGSTOWN OH 44501

U S FILTER/WATER PRO
6575 23 MILE ROAD
SHELBY TOWNSHIP MI 48316

September 30, 2002

To: Honorable Mayor and City Council

From: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager/Finance & Administration
Gary A. Shripka, Assistant City Manager/Services
Lori Grigg Bluhm, City Attorney
Carol Anderson, Parks and Recreation Director

Subject: SMART Dial-A-Ride Service Agreement

Recommendation

Attached please find the annual agreement with SMART for 2002-2003. This agreement states that the City will transfer Municipal Credit funds in the amount of \$76,084 and Community Credit funds in the amount of \$94,827 to SMART for the operation of Dial-A-Ride.

Prepared by Carla Vaughan, Recreation Supervisor

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY - 2003

I **Matt Pryor** on behalf of the **City of Troy** apply to SMART for our Municipal and Community Credits for the period July 1, 2002 to June 30, 2003, and agree that the Municipal Credit/Community Credit Master Contract, which is incorporated herein by reference, will form part of this agreement.

Our community agrees to use the \$76,084 in **Municipal Credit** funds available to us as follows:

- (1) Transfer of \$ **76,084.00** to **SMART Dial-A-Ride**
TRANSFeree COMMUNITY

At the cost of: \$ _____

- (2) Transportation program operated/administered by the community
(Includes Charters, Van/Bus Program, Taxi Reimbursement)

At the cost of: \$ _____

- (3) Transportation service purchased from SMART
(Includes SMART Tickets/Passes, Shuttle Service, Dial-A-Ride)

At the cost of: \$ _____

Total \$ 76,084.00

Our community agrees to use the \$94,827 in **Community Credit** funds available to us as follows:

- (1) Transfer of \$ **94,827.00** to **SMART Dial-A-Ride**
TRANSFeree COMMUNITY

At the cost of: \$ _____

- (2) Transportation program operated/administered by the community
(Includes Charters, Van/Bus Program, Taxi Reimbursement)

At the cost of: \$ _____

- (3) Transportation service purchased from SMART
(Includes SMART Tickets/Passes, Shuttle Service, Dial-A-Ride)

At the cost of: \$ _____

- (4) Capital Purchases

At the cost of: \$ _____

Total \$ 94,827.00

Exhibits A and B as completed are attached hereto and made a part hereof.

Capital purchases permitted with community credits are subject to applicable state and federal regulations, and SMART procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by a community requires presentation of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). The additional community credits of \$34,761 may be required to serve local employer transportation needs per the coordination requirements set forth in the Master Agreement.

City of Troy

By: _____

Matt Pryor

Dated _____

Its: **Mayor** _____

**Suburban Mobility Authority for
Regional Transportation**

Dated _____

By: _____

Dan G. Dirks
General Manager

October 28, 2002

TO: Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Doug Smith, Real Estate and Development Director

SUBJECT: Request for Approval to Set a Public Hearing Date for the
Brownfield Redevelopment Plan #3 Public Hearing

Attached is the proposed notice for the Public Hearing scheduled for December 2, 2002 at 7:30 p.m. in the Council Chambers of City Hall. This is the public hearing scheduled for Brownfield Plan #3 for Masco, the former Davis Manufacturing Facility property at 930 and 946 Livernois (northeast corner of Elmwood and Livernois).

DS/pg

City of Troy
Brownfield Redevelopment Authority

Brownfield Plan
For
Former Davis Manufacturing Facility

November, 2002

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I.

Introduction

In order to promote the revitalization of environmentally distressed areas within the boundaries of the City of Troy (the “City”), the City has established the City of Troy Brownfield Redevelopment Authority (the “Authority”) pursuant to Michigan Public Act 381 of 1996 (“ Act 381”), as amended.

The primary purpose of this Brownfield Plan (“Plan”) is to promote the redevelopment of and private investment in, environmentally distressed properties within the City.

It is through the designation of the Property as a Brownfield and the approval of the associated Brownfield Plan, that financing for environmental response and other eligible activities associated with the Property can be obtained and assist in the redevelopment of property that is contaminated. Additionally, the Plan will promote economic development and growth through the creation of jobs, and other uses desired by the City.

This plan is intended to be a living document, which can be modified or amended as necessary to achieve the purposes of Act 381 and subject to the approval of the City of Troy Brownfield Redevelopment Authority and the Troy City Council and contains the information required by Section 13(1) of Act 381.

The former Davis Manufacturing facility is located on a site of approximately 2.5 acres at the corner of Livernois and Elmwood. The site was the location of manufacturing operations for many years. The site which is currently owned by Masco is no longer operating and has been proposed for rehabilitation/redevelopment.

II. Site Specific Provisions

A. Description of Proposed Project

The proposed rehabilitation/redevelopment project may include the demolition of existing structures, completion of certain environmental remediation activities and the rehabilitation/redevelopment of a new light industrial facility. It is estimated that the project cost, including environmental remediation may exceed \$2,000,000.

The existing site plan generally depicting the site is attached as Exhibit A.

B. Description of Eligible Property (Sec. 13(1)(g))

The property comprising the “eligible property”, as defined by Act 381, consists of two parcels totaling approximately 2.5 acres (about 100,000 square feet). The property is owned by Masco.

The legal description is included as Exhibit B.

C. Basis for Eligibility (Sec. 2(1))

The Property qualifies as “eligible property” as defined by Act 381 because of the presence of contaminated soils and groundwater and is therefore a “facility” pursuant to Part 201 of the Natural Resources and Environmental Protection Act. Extensive site investigation and related test results have been supplied to the State on the past 1-15 years. A summary of these conditions is attached as Exhibit C.

D. Summary and Estimated Costs of Eligible Activities (Sec. 13(1)(a))

The “eligible activities” that are intended to be carried out throughout the Eligible Property include “due care activities”, and “additional response activities” as defined by Section 2 of Act 381.

In addition, “eligible activities” that intend to benefit directly the rehabilitation/redevelopment of the Eligible Property are anticipated to include the following activities permitted under Act 381.

1. Site Investigation
2. Demolition Activities necessary to complete remediation
3. Additional Remedial Response Activities

Masco will fund these activities and related costs initially as part of the development of the Eligible Property. The estimated cost of the Eligible Activities under this Plan are set forth in Exhibit D and total approximately \$1,700,000. A portion of those costs would be reimbursed under this plan pursuant to a reimbursement agreement to be executed.

This project provides a unique opportunity to accomplish significant contaminant removal and environmental cleanup in the course of accomplishing “due care” necessary to comply with Section 20107a of Part 201. Consequently, many activities identified for this project are eligible activities pursuant to Act 381 as both, “due care activities”(DC), and as “additional response activities” (AR). Specifically, activities detailed in Table 1 of Exhibit D are eligible as follows:

<u>Activity</u>	<u>D C Activity</u>	<u>AR Activity</u>	<u>Discussion</u>
1 Site Characterization	yes	yes	Secures data needed to specify safe use and cleanup needs/options
2 Plans for DC and AR	yes	yes	Establishes specifications for safe use and cleanup actions.
3 Off-Site Remediation	-	yes	Reduces contaminant mass and migration.
4 On-Site Remediation	yes	yes	Significant contaminant removal reduces concentrations below levels that pose hazard for commercial use (indoor air, ambient air & direct contact); reduces contaminant mass and migration.
5 GW Treatment	yes	yes	In conjunction with item #4, achieves significant contaminant removal that reduces concentrations below levels that pose hazard for on site commercial use, and off site residential uses (indoor air and direct contact); reduces contaminant mass and migration.
6 Building Demolition	-	-	(May be found necessary to facilitate contaminant removal)
7 Monitoring	yes	yes	Necessary to confirm conditions after hazard abatement actions of activities two through 5.

Although other activities such as engineered barriers (direct contact, ambient air and indoor air hazards) and/or ventilation systems (indoor air hazard) could be undertaken to

accomplish “due care”, the proposed activities provide the following advantages for redevelopment of the property:

- No long term costs for operation, maintenance, and monitoring of hazard abatement measures after contaminant removal is documented.
- Greater flexibility and options for ways in which new uses can be made of property. Additionally, the engineered barriers approach which addresses only “due care”, leaves a significant mass of hazardous substances potentially impacting and spreading in the environment.
- Although these actions offer certain short term benefits in the form of more rapid remediation, less costly options could meet the due care requirements but they would not facilitate redevelopment of the site to the same extent. If no redevelopment is implemented the reason to implement these more aggressive remediation techniques is absent.

E. Estimate of Captured Taxable Value and Tax Increment Revenues (Sec. 13(1)(b); Impact of Tax Increment Financing on Taxing Jurisdictions (Sec. 13(1)(f))

The taxable value of the Property as listed in the Summer 2002 tax bills is \$79,240. Completion of all elements of the proposed Project including remediation activities would result in over \$2,000,000 of expenditures to improve the property.

The estimated captured taxable value, incremental tax revenues and time period for capture for the above components are presented in Exhibit E. It is the intention of this Plan to capture the maximum of all eligible taxes, including Specific Taxes, authorized under Act 381 each year for the purposes authorized under the Plan.

F. Plan of Financing Fee (Sec. 13(1)(c))

The costs of the “eligible activities” performed on or for the Property will be initially funded by third party advances (commercial loan, equity) and reimbursed with Tax Increment Revenues under the Plan as such Tax Increment Revenues are generated.

G. Maximum Amount of Indebtedness (Section 13(1)(d))

The only indebtedness anticipated under this Plan will be the obligations of the Authority to make the payments under the terms of the Reimbursement Agreement based on generated tax increment revenues. The maximum amount of such indebtedness shall not exceed the cost of eligible activities permitted under this Plan and there is to be no bonded indebtedness required from the Authority.

H. Single Business Tax Credit

The Property is included in this Plan to enable “qualified taxpayers” as defined by Act 382 of 1996, as amended, to establish eligibility for a credit against their Michigan Single Business Tax liability for “eligible investments”, as defined by Section 38g of 1975 P.A. 228, as amended by P.A. 143 of 2000 (“P.A. 143 of 2000”), incurred on the Property after the adoption of this Plan.

By approval of this Plan, the Authority and the City neither intend to make nor have made representations to a developer or any other persons of the availability, amount or value of any credit under the SBT Credit Acts or that adoption of this Plan will qualify or entitle a developer or any other person to apply for or receive pre-approval or approval of any credit under the SBT Credit Acts for the Property.

I. Duration of the Plan

This plan shall be effective up to five (5) years after the year in which the total amount of Tax Increment Revenue captured from the property is equal to the total costs of eligible activities attributable to the Property. However, because the purpose of this Plan is, in part, also to enable qualified taxpayers to avail themselves of the Michigan single business tax credit, the duration of this Plan shall extend also for not less than that period during which any qualified taxpayer may make eligible investments, as defined by P.A. 143 of 2000, that may qualify for the credit. In no event, however, shall this Plan extend beyond the maximum term allowed by Act 381 for the duration of this Plan.

J. Displacement/Relocation of individuals on Eligible Property (Section 13(l)(h-k))

This plan does not involve the relocation of any residences or residents.

K. Local Site Remediation Revolving Fund (LSRRF) (Section 8; Section 13(1)(l))

The Authority has established a Local Site Remediation Revolving Fund (“LSRRF”). The LSRRF will consist of all tax increment revenues authorized to be captured and deposited in the LSRRF, as allowed by Act 381, under this Plan and any other Plan of the Authority. It may also include funds appropriated or otherwise made available from public or private sources.

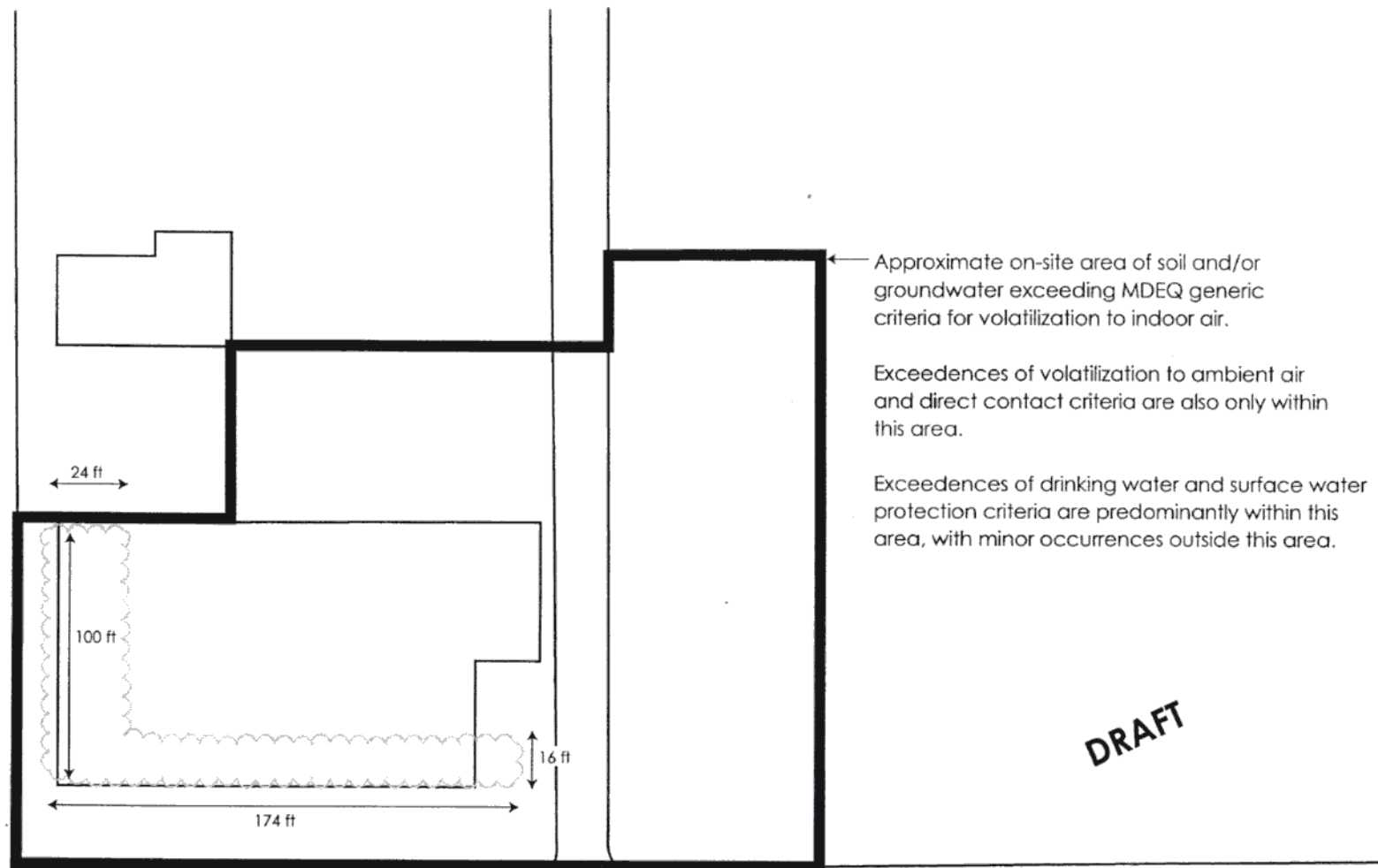
This Plan authorizes the capture of Tax Increment Revenues to the maximum extent permitted by Act 381 for deposit into the LSRRF. With the approval of the Troy City Council and any additional approval required by Act 381, the Authority may incur costs and expend funds from the LSRRF for the purposes authorized by this Plan. Approval of this Plan endorses the potential utilization of revenues from the LSRRF to support this Project subject to the negotiation and execution of a Reimbursement Agreement between the City of Troy BRA and Masco.

III. Attachments

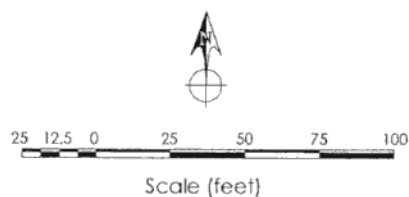
DET_B\333407.2

Exhibit A

Site Plan



poplar trees planted on 6 foot centers in rows 8 feet apart



Phytoremediation Conceptual Design - Layout 1
Former Davis Manufacturing Facility, Troy, MI

Sept. 2002

Figure: 1

GEOSYNTEC
CONSULTANTS

Exhibit B

Legal Description

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 9, 10, 11, 12, 13 and the South ½ of vacated Elmsford Avenue lying North of Lot 1 of Davis Park (being a replat of Lots 1 to 15 inclusive and Lots 68 and 69 and vacated alley of Northford Park), a subdivision of part of northwest quarter of Section 34, Town 2 North, Range 11 East, Troy Township (now City of Troy), Oakland County, Michigan, according to the plat thereof as recorded in Liber 72 of Plats, Page 12, Oakland County Records.

Lots 19, 20, 21, 22, 23, 60, 61, 62, 63, 64, 65, 66, 67 and the South ½ of vacated Elmsford Avenue lying North of Lots 60 to 67 inclusive of Northford Park, a subdivision of part of the northwest quarter of Section 34, Town 2 North, Range 11 East, Troy Township (now City of Troy), Oakland County, Michigan, according to the plat thereof as recorded in Liber 46 of Plats, Page 28, Oakland County Records.

Lots 6, 7, and 8, of Davis Park Subdivision, as recorded in Liber 72 of Plats, Page 12, Oakland County records.

Lots 16, 17 and 18 of Northford Park, a subdivision of part of the northwest quarter of Section 34, Town 2 North, Range 11 East, Troy Township (now City of Troy), Oakland County, Michigan, according to the plat thereof as recorded in Liber 46 of Plats, Page 28, Oakland County Records.

Summary of Environmental Conditions

The original Davis facility was owned by Davis Manufacturing Company from the mid 1940's until 1973 when the assets of Davis Manufacturing were acquired by Masco Corporation. Masco's subsidiary Brass-Kraft Manufacturing Company operated the facility from 1973 to 1987. Brass screw machine fittings for the plumbing and automotive industries were manufactured at this location.

After acquiring the property in 1973, Masco learned that historical waste management practices had resulted the release of trichloroethylene (TCE) into soil and groundwater on the site. These historical practices had been modified by Davis and at the time of acquisition solvents were being properly managed on site.

In 1986, Masco began an initial environmental investigation, and after learning of the extent of soil and groundwater contamination on the site, instituted an environmental cleanup program in the early 1990's. These earlier investigations determined that there was no significant risk to any onsite workers or nearby residents from any contamination on the site. A remediation program was implemented beginning in 1995. A groundwater pump and treat system has been in operation since 1996 and groundwater is treated and discharged to a local Troy sewer system with ongoing monitoring of the performance of the system.

Through the end of the year 2001, Masco has spent in excess of \$1.6 million dollars on environmental investigation and remediation. Based on current assessments, it is expected that additional remediation to accelerate the cleanup could cost as much as \$2.0 million dollars, including long term monitoring.

Exhibit D

Estimated Costs of Eligible Activity

See attached summary

EXHIBIT D

TABLE 1: ESTIMATED COSTS AND TIMING FOR MASCO-DAVIS SITE BROWNFIELD PROJECT

REDEVELOPMENT SCENARIO: EXISTING BUILDING IS DEMOLISHED, NO NEW CONSTRUCTION

Activity*	Approx. Cost (\$000)							Once After 2004	TOTAL	Annually After 2007
	2002	2003	2004	2005	2006	2007				
1 Site Characterization & Due Care	100								100	
2 Due Care Plan & RAP for Additional Response Activities	20								20	
3 Off-Site Remediation	40	110							150	
4 On-Site DNAPL Remediation	100	500	55				20		675	
5 Operate Existing GW Treatment System	43	170	40						253	
6 Building Demolition & Site Grading										
7 Monitoring			60	60	30	30			180 **	8
8 Project Management & Legal	24.5	57	35	20	5	5			146.5	2
TOTAL**	303	780	155	60	30	30	20		1524.5 **	

Notes & Assumptions:

Assume Brownfield workplan approval allows for a September 1, 2002 start date

 - cost estimate to be developed by others.

**- TOTAL excludes monitoring cost to be incurred annually after 2007.

*- See assumptions listed below by activity number

- 1 Includes characterization of current VOC distribution in soil and groundwater at the vacant lot & around/beneath Davis building, plus compliance analysis documentation.
- 2 Level of detail to be included in this document needs to be confirmed with MDEQ.
- 3 Assume that off-site remediation will only start once Brownfield workplan is approved. Remediation will involve in situ bioremediation (injection of nutrients and culture). Pre-design data collection, engineering design and permitting will be conducted during the Fall of 2002. Construction will commence at the end of 2002. Operation will be completed by the end of 2003.
- 4 Vacant lot will be remediated using multi-phase extraction (MPE) simultaneously with the DNAPL area (beneath/adjacent to Davis building). MPE will use existing extraction wells, plus 17 new wells (some of which will be installed inside building). Water to be treated using existing treatment system, vapor phase treated using rented catalytic-oxidation system. Piping will be laid across the floor in the existing building and in trenches in the vacant lot. Building assumed to be vacant from Jan 2003 onward. Pre-design data collection and engineering design conducted during Fall 2002. MPE system construction initiated in December. Operation commences Feb 2003, completed Feb 2004. Following MPE completion, a polishing system will be implemented and will be comprised of monitored natural attenuation and phytoremediation, and includes constructing two off-site monitoring wells and planting poplar trees in former building footprint. No O&M costs for polishing system. Assumes that poplar maintenance (mowing, fertilizer application, weed control) is conducted as part of general grounds maintenance. Costs also include decommissioning remediation system in 2004. Assume revenue from salvaged parts offsets disposal costs for non-salvageable parts. Some time after 2004, MPE extraction wells and inground piping and monitoring wells will be decommissioned by grouting in place.
- 5 Existing groundwater treatment system to continue to operate through 2002. Costs shown are for 2002 assume Sept 1/02 start. Existing system to be operated in current configuration to treat water stream during multi-phase extraction. Costs include Montgomery-Watson operator, monitoring, maintenance per current schedule/activities (i.e., \$170K per year). Assumes no major treatment system failures during operation and final shutdown in Feb 04.
- 6 Building to be demolished only after MPE treatment system is decommissioned.
- 7

Monitoring Frequency and Duration	\$K Per Yr	# Yrs	Total \$K
quarterly for first two years	30	2	60
semi-annually for first two years	15	2	30
annually for ? years	7.5	??	??

Note that lower sampling frequencies and numbers of wells should be proposed to MDEQ, with the monitoring plan shown above as "fall back" positions.

Monitoring is \$7.5K per event and includes sampling 10 on-site and 6 off-site wells for VOCs and ethene, plus QC samples, analysis, and data reporting. Monitoring during 2002 and 2003 will also be conducted, but costs are included in activities 3, 4 and 5.

8 Project management costs include:

	2002 [^]	2003	2004	2005	2006	2007	Total	Annually After '07
Masco Env. Affairs - Project Management	6	25	25	10	5	5	76	2
Legal Counsel - Planning, Permitting, Support	6	19					25	
Conestoga Rovers - Planning, Support, MDEQ Meetings	5	5.5					10.5	
GeoSyntec - Planning, MDEQ Meetings	7.5	7.5	10	10			35	
Total	24.5	57	35	20	5	5	146.5	2

[^] - 2002 costs are for third quarter only.

EXHIBIT D

TABLE 2: ESTIMATED COSTS AND TIMING FOR MASCO-DAVIS SITE BROWNFIELD PROJECT

REDEVELOPMENT SCENARIO: EXISTING BUILDING EXTERIOR IS RENOVATED

Activity*	Approx. Cost (\$000)								
	2002	2003	2004	2005	2006	2007	Once After 2004	TOTAL	Annually After 2007
1 Site Characterization & Due Care	100							100	
2 Due Care Plan & RAP for Additional Response Activities	20							20	
3 Off-Site Remediation	40	110						150	
4 On-Site DNAPL Remediation	100	570	205				120	995	
5 Operate Existing GW Treatment System	43	170	63					276	
6 Building Renovation									
7 Monitoring			60	60	30	30		180 **	8
8 Project Management & Legal	24.5	57	35	20	5	5		146.5	2
TOTAL	327.5	907	363	80	35	35	120	1867.5 **	

Notes & Assumptions:

Assume Brownfield workplan approval allows for a September 1, 2002 start date

- cost estimate and timing to be developed by others.

** - TOTAL excludes monitoring cost to be incurred annually after 2007.

* - See assumptions listed below by activity number

- 1 Includes characterization of current VOC distribution in soil and groundwater at the vacant lot & around/beneath Davis building, plus compliance analysis documentation.
- 2 Level of detail to be included in this document needs to be confirmed with MDEQ.
- 3 Assume that off-site remediation will only start once Brownfield workplan is approved. Remediation will involve in situ bioremediation (injection of nutrients and culture). Pre-design data collection, engineering design and permitting will be conducted during the Fall of 2002. Construction will commence at the end of 2002. Operation will be completed by the end of 2003.
- 4 Vacant lot will be remediated using multi-phase extraction (MPE) simultaneously with the DNAPL area (beneath/adjacent to Davis building). MPE will use existing extraction wells, plus 17 new wells (some of which will be installed inside building). Water to be treated using existing treatment system, vapor phase treated using rented catalytic-oxidation system. Piping will be laid in trenches beneath the floor in the existing building and in the vacant lot. Building assumed to be continuously occupied by a tenant but accessible for construction. Pre-design data collection and engineering design conducted during Fall 2002. MPE system construction initiated in December. Operation commences March 2003, completed Mar 04. Following MPE completion, a polishing system will be implemented and will be comprised of enhanced bioremediation and phytoremediation, and includes injection of small quantity of emulsified edible oil and dehalogenating bacterial culture through existing MPE system and along downgradient site boundary. Treatability study will be necessary to aid in design & size to avoid excessive methane generation. Assume that two additional injections of emulsified edible oil will be necessary along the downgradient site boundary. Each injection will be \$50K for a total of \$100K. Also includes constructing two off-site monitoring wells and planting poplar trees along north side of building. Assumes no ongoing treatment of sump discharge is needed. Costs also include decommissioning remediation system in 2004. Assume revenue from salvaged parts offsets disposal costs for non-salvageable parts. Some time after 2004, MPE extraction wells and inground piping and monitoring wells will be decommissioned by grouting in place.
- 5 Existing groundwater treatment system to continue to operate through 2002. Costs shown are for 2002 assume Sept 1/02 start. Existing system to be operated in current configuration to treat water stream during multi-phase extraction. Costs include Montgomery-Watson operator, monitoring, maintenance per current schedule/activities (i.e., \$170K per year). Assumes no major treatment system failures during operation and final shutdown in Mar 04.
- 6 Building renovation assumed to occur at any time, but will not interfere with remediation activities.
- 7

Monitoring Frequency and Duration	\$K Per Yr	#Yrs	Total \$K
quarterly for first two years	30	2	60
semi-annually for first two years	15	2	30
annually for ? years	7.5	??	??

Note that lower sampling frequencies and numbers of wells should be proposed to MDEQ, with the monitoring plan shown above as "fall back" positions.

Monitoring is \$7.5K per event and includes sampling 10 on-site and 6 off-site wells for VOCs and ethene, plus

QC samples, analysis, and data reporting. Monitoring during 2002 and 2003 will also be conducted, but costs are included in activities 3, 4 and 5.

8 Project management costs include:

Masco Env. Affairs - Project Management
 Legal Counsel - Planning, Permitting, Support
 Conestoga Rovers - Planning, Support, MDEQ Meetings
 GeoSyntec - Planning, MDEQ Meetings
Total

2002^	2003	2004	2005	2006	2007	Total	Annually After '07
6	25	25	10	5	5	76	2
6	19					25	
5	5.5					10.5	
7.5	7.5	10	10			35	
24.5	57	35	20	5	5	146.5	2

^ - 2002 costs are for third quarter only.

Exhibit E

Estimated Tax Increment Revenue

See attached summary

TROY DAVIS REDEVELOPMENT PROJECT

Real Property Value

Projected Cost:	\$ 5,000,000
Projected Increased Taxable Value:	\$ 2,500,000
Initial Taxable Value:	\$ -
Incremental Taxable Value:	\$ 2,500,000

Capture Year

		Expenses - \$mm																				
Millage Category		2002	Year 1 2003	Year 2 2004	Year 3 2005	Year 4 2006	Year 5 2007	Year 6 2008	Year 7 2009	Year 8 2010	Year 9 2011	Year 10 2012	Year 11 2013	Year 12 2014	Year 13 2015	Year 14 2016	Year 15 2017	Year 16 2018	Year 17 2019	Year 18 2020	Year 19 2021	Year 20 2022
Incremental Taxable Value	Real Prop. 1	\$ -	\$ 500,000	\$ 3,000,000	\$ 3,007,500	\$ 3,052,613	\$ 3,098,402	\$ 3,144,878	\$ 3,192,051	\$ 3,239,932	\$ 3,288,531	\$ 3,337,859	\$ 3,387,926	\$ 3,438,745	\$ 3,490,327	\$ 3,542,681	\$ 3,595,822	\$ 3,649,759	\$ 3,704,505	\$ 3,760,073	\$ 3,816,474	\$ 3,873,721
Incremental Taxable Value	ccum. Increase 2	\$ -	\$ -	\$ 7,500	\$ 45,113	\$ 45,789	\$ 46,476	\$ 47,173	\$ 47,881	\$ 48,599	\$ 49,328	\$ 50,068	\$ 50,819	\$ 51,581	\$ 52,355	\$ 53,140	\$ 53,937	\$ 54,746	\$ 55,568	\$ 56,401	\$ 57,247	\$ 58,106
Aggregate Incremental Value	Total	\$ -	\$ 500,000	\$ 3,007,500	\$ 3,052,613	\$ 3,098,402	\$ 3,144,878	\$ 3,192,051	\$ 3,239,932	\$ 3,288,531	\$ 3,337,859	\$ 3,387,926	\$ 3,438,745	\$ 3,490,327	\$ 3,542,681	\$ 3,595,822	\$ 3,649,759	\$ 3,704,505	\$ 3,760,073	\$ 3,816,474	\$ 3,873,721	\$ 3,931,827
	Millage	\$ -	\$ 9,000	\$ 54,135	\$ 54,947	\$ 55,771	\$ 56,608	\$ 57,457	\$ 58,319	\$ 59,194	\$ 60,081	\$ 60,983	\$ 61,897	\$ 62,826	\$ 63,768	\$ 64,725	\$ 65,696	\$ 66,681	\$ 67,681	\$ 68,697	\$ 69,727	\$ 70,773
School Operating	18.0000	\$ -	\$ 3,000	\$ 18,045	\$ 18,316	\$ 18,590	\$ 18,869	\$ 19,152	\$ 19,440	\$ 19,731	\$ 20,027	\$ 20,328	\$ 20,632	\$ 20,942	\$ 21,256	\$ 21,575	\$ 21,899	\$ 22,227	\$ 22,560	\$ 22,899	\$ 23,242	\$ 23,591
State Educ Tax	6.0000	\$ -	\$ 1,560	\$ 9,382	\$ 9,523	\$ 9,665	\$ 9,810	\$ 9,958	\$ 10,107	\$ 10,259	\$ 10,412	\$ 10,569	\$ 10,727	\$ 10,888	\$ 11,051	\$ 11,217	\$ 11,385	\$ 11,556	\$ 11,730	\$ 11,905	\$ 12,084	\$ 12,265
School debt	3.1195	\$ -	\$ 1,711	\$ 10,293	\$ 10,447	\$ 10,604	\$ 10,763	\$ 10,924	\$ 11,088	\$ 11,255	\$ 11,423	\$ 11,595	\$ 11,769	\$ 11,945	\$ 12,124	\$ 12,306	\$ 12,491	\$ 12,678	\$ 12,868	\$ 13,062	\$ 13,257	\$ 13,456
Intermediate Schools	3.4224	\$ -	\$ 805	\$ 4,839	\$ 4,912	\$ 4,985	\$ 5,060	\$ 5,136	\$ 5,213	\$ 5,291	\$ 5,371	\$ 5,451	\$ 5,533	\$ 5,616	\$ 5,700	\$ 5,786	\$ 5,872	\$ 5,961	\$ 6,050	\$ 6,141	\$ 6,233	\$ 6,326
Community College	1.6090	\$ -	\$ 4,918	\$ 29,579	\$ 30,023	\$ 30,473	\$ 30,930	\$ 31,394	\$ 31,865	\$ 32,343	\$ 32,828	\$ 33,321	\$ 33,820	\$ 34,328	\$ 34,843	\$ 35,365	\$ 35,896	\$ 36,434	\$ 36,981	\$ 37,535	\$ 38,098	\$ 38,670
City Operating	9.8351	\$ -	\$ 2,322	\$ 13,966	\$ 14,176	\$ 14,388	\$ 14,604	\$ 14,823	\$ 15,046	\$ 15,271	\$ 15,500	\$ 15,733	\$ 15,969	\$ 16,208	\$ 16,452	\$ 16,698	\$ 16,949	\$ 17,203	\$ 17,461	\$ 17,723	\$ 17,989	\$ 18,259
County	4.6438	\$ -	\$ 160	\$ 965	\$ 979	\$ 994	\$ 1,009	\$ 1,024	\$ 1,039	\$ 1,055	\$ 1,070	\$ 1,087	\$ 1,103	\$ 1,119	\$ 1,136	\$ 1,153	\$ 1,170	\$ 1,188	\$ 1,206	\$ 1,224	\$ 1,242	\$ 1,261
SMART	0.3207	\$ -																				
	46.9505																					
Total Incremental Tax	\$ 3,101,251	\$ -	\$ 23,475	\$ 141,204	\$ 143,322	\$ 145,472	\$ 147,654	\$ 149,868	\$ 152,116	\$ 154,398	\$ 156,714	\$ 159,065	\$ 161,451	\$ 163,873	\$ 166,331	\$ 168,826	\$ 171,358	\$ 173,928	\$ 176,537	\$ 179,185	\$ 181,873	\$ 184,601
Non-Capturable Debt	\$ 206,054	\$ -	\$ 1,560	\$ 9,382	\$ 9,523	\$ 9,665	\$ 9,810	\$ 9,958	\$ 10,107	\$ 10,259	\$ 10,412	\$ 10,569	\$ 10,727	\$ 10,888	\$ 11,051	\$ 11,217	\$ 11,385	\$ 11,556	\$ 11,730	\$ 11,905	\$ 12,084	\$ 12,265
Total Capturable	\$ 2,895,196	\$ -	\$ 21,916	\$ 131,822	\$ 133,799	\$ 135,806	\$ 137,843	\$ 139,911	\$ 142,009	\$ 144,140	\$ 146,302	\$ 148,496	\$ 150,724	\$ 152,985	\$ 155,279	\$ 157,608	\$ 159,973	\$ 162,372	\$ 164,808	\$ 167,280	\$ 169,789	\$ 172,336
School Tax Captured	\$ 1,917,629	\$ -	\$ 14,516	\$ 87,312	\$ 88,622	\$ 89,951	\$ 91,300	\$ 92,670	\$ 94,060	\$ 95,471	\$ 96,903	\$ 98,356	\$ 99,832	\$ 101,329	\$ 102,849	\$ 104,392	\$ 105,958	\$ 107,547	\$ 109,160	\$ 110,798	\$ 112,460	\$ 114,146
Non-School Tax Captured	\$ 977,567	\$ -	\$ 7,400	\$ 44,510	\$ 45,177	\$ 45,855	\$ 46,543	\$ 47,241	\$ 47,950	\$ 48,669	\$ 49,399	\$ 50,140	\$ 50,892	\$ 51,655	\$ 52,430	\$ 53,217	\$ 54,015	\$ 54,825	\$ 55,648	\$ 56,482	\$ 57,330	\$ 58,189
Total Tax Captured	\$ 2,895,196	\$ -	\$ 21,916	\$ 131,822	\$ 133,799	\$ 135,806	\$ 137,843	\$ 139,911	\$ 142,009	\$ 144,140	\$ 146,302	\$ 148,496	\$ 150,724	\$ 152,985	\$ 155,279	\$ 157,608	\$ 159,973	\$ 162,372	\$ 164,808	\$ 167,280	\$ 169,789	\$ 172,336
Cumulative Total Capture	\$ 2,895,196	\$ -	\$ 21,916	\$ 153,737	\$ 287,536	\$ 423,342	\$ 561,185	\$ 701,096	\$ 843,106	\$ 987,245	\$ 1,133,547	\$ 1,282,043	\$ 1,432,767	\$ 1,585,751	\$ 1,741,031	\$ 1,898,639	\$ 2,058,612	\$ 2,220,984	\$ 2,385,792	\$ 2,553,071	\$ 2,722,861	\$ 2,895,196
DBRA Administrative fee ⁴	\$ 100,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Capture for Recoverable Costs	\$ 2,795,196	\$ -	\$ 16,916	\$ 126,822	\$ 128,799	\$ 130,806	\$ 132,843	\$ 134,911	\$ 137,009	\$ 139,140	\$ 141,302	\$ 143,496	\$ 145,724	\$ 147,985	\$ 150,279	\$ 152,608	\$ 154,973	\$ 157,372	\$ 159,808	\$ 162,280	\$ 164,789	\$ 167,336

NPV of Tax Payments ³ 6.0%

NPV (2002\$) of Brownfield Reimbursement \$ 1,429,111

¹ It is assumed that a portion of the value of the real estate will be available for capture² Taxable value is assumed to increase at a rate of 1.5% per year³ 7.0% is a common standard discount rate⁴ The Brownfield Authority may seek recovery of its costs on an annual basis - we assumed \$5,000 per year.

Exhibit E

Estimated Tax Increment Revenue

See attached summary

Tax Payment Schedule for Proposed Davis Redevelopment Project

TROY DAVIS REDEVELOPMENT PROJECT

Real Property Value	
Projected Cost:	\$ 1,500,000
Projected Increased Taxable Value:	\$ 750,000
Initial Taxable Value:	\$ -
Incremental Taxable Value:	\$ 750,000

Millage Category	Real Prop. 1	2002	Year 1	Year 2	Year 3	Capture Year	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Incremental Taxable Value	Incum. Increase 2	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Aggregate Incremental Value	Total	\$ -	\$ 500,000	\$ 1,250,000	\$ 1,257,500	\$ 1,276,363	\$ 1,295,508	\$ 1,314,941	\$ 1,334,665	\$ 1,354,685	\$ 1,375,005	\$ 1,395,630	\$ 1,416,564	\$ 1,437,813	\$ 1,459,380	\$ 1,481,271	\$ 1,503,490	\$ 1,526,042	\$ 1,548,933	\$ 1,572,167	\$ 1,595,749	\$ 1,619,686
School Operating	Millage																					
State Educ Tax	18.0000	\$ -	\$ 9,000	\$ 22,635	\$ 22,975	\$ 23,319	\$ 23,669	\$ 24,024	\$ 24,384	\$ 24,750	\$ 25,121	\$ 25,498	\$ 25,881	\$ 26,269	\$ 26,663	\$ 27,063	\$ 27,469	\$ 27,881	\$ 28,299	\$ 28,723	\$ 29,154	\$ 29,592
School debt	6.0000	\$ -	\$ 3,000	\$ 7,545	\$ 7,658	\$ 7,773	\$ 7,890	\$ 8,008	\$ 8,128	\$ 8,250	\$ 8,374	\$ 8,499	\$ 8,627	\$ 8,756	\$ 8,888	\$ 9,021	\$ 9,156	\$ 9,294	\$ 9,433	\$ 9,574	\$ 9,718	\$ 9,864
Intermediate Schools	3.1195	\$ -	\$ 1,560	\$ 3,923	\$ 3,982	\$ 4,041	\$ 4,102	\$ 4,163	\$ 4,226	\$ 4,289	\$ 4,354	\$ 4,419	\$ 4,485	\$ 4,553	\$ 4,621	\$ 4,690	\$ 4,760	\$ 4,832	\$ 4,904	\$ 4,978	\$ 5,053	\$ 5,128
Community College	3.4224	\$ -	\$ 1,711	\$ 4,304	\$ 4,368	\$ 4,434	\$ 4,500	\$ 4,568	\$ 4,636	\$ 4,706	\$ 4,776	\$ 4,848	\$ 4,921	\$ 4,995	\$ 5,070	\$ 5,146	\$ 5,223	\$ 5,301	\$ 5,381	\$ 5,461	\$ 5,543	\$ 5,626
City Operating	1.6990	\$ -	\$ 805	\$ 2,023	\$ 2,054	\$ 2,084	\$ 2,116	\$ 2,147	\$ 2,180	\$ 2,212	\$ 2,246	\$ 2,279	\$ 2,313	\$ 2,348	\$ 2,383	\$ 2,419	\$ 2,455	\$ 2,492	\$ 2,530	\$ 2,568	\$ 2,606	\$ 2,645
County	9.8351	\$ -	\$ 4,918	\$ 12,368	\$ 12,553	\$ 12,741	\$ 12,933	\$ 13,127	\$ 13,323	\$ 13,523	\$ 13,726	\$ 13,932	\$ 14,141	\$ 14,353	\$ 14,568	\$ 14,787	\$ 15,009	\$ 15,234	\$ 15,462	\$ 15,694	\$ 15,930	\$ 16,169
SMART	4.6438	\$ -	\$ 2,322	\$ 5,840	\$ 5,927	\$ 6,016	\$ 6,106	\$ 6,198	\$ 6,291	\$ 6,385	\$ 6,481	\$ 6,578	\$ 6,677	\$ 6,777	\$ 6,879	\$ 6,982	\$ 7,087	\$ 7,193	\$ 7,301	\$ 7,410	\$ 7,521	\$ 7,634
	0.3207	\$ -	\$ 160	\$ 403	\$ 409	\$ 415	\$ 422	\$ 428	\$ 434	\$ 441	\$ 448	\$ 454	\$ 461	\$ 468	\$ 475	\$ 482	\$ 489	\$ 497	\$ 504	\$ 512	\$ 519	\$ 527
	46.9505	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Incremental Tax	\$ 1,310,359	\$ -	\$ 23,475	\$ 59,040	\$ 59,926	\$ 60,825	\$ 61,737	\$ 62,663	\$ 63,603	\$ 64,557	\$ 65,526	\$ 66,508	\$ 67,506	\$ 68,519	\$ 69,546	\$ 70,590	\$ 71,648	\$ 72,723	\$ 73,814	\$ 74,921	\$ 76,045	\$ 77,186
Non-Capturable Debt	\$ 87,063	\$ -	\$ 1,560	\$ 3,923	\$ 3,982	\$ 4,041	\$ 4,102	\$ 4,163	\$ 4,226	\$ 4,289	\$ 4,354	\$ 4,419	\$ 4,485	\$ 4,553	\$ 4,621	\$ 4,690	\$ 4,760	\$ 4,832	\$ 4,904	\$ 4,978	\$ 5,053	\$ 5,128
Total Capturable	\$ 1,223,296	\$ -	\$ 21,916	\$ 55,117	\$ 55,944	\$ 56,783	\$ 57,635	\$ 58,500	\$ 59,377	\$ 60,268	\$ 61,172	\$ 62,089	\$ 63,021	\$ 63,966	\$ 64,926	\$ 65,899	\$ 66,888	\$ 67,891	\$ 68,910	\$ 69,943	\$ 70,992	\$ 72,057
School Tax Captured	\$ 810,248	\$ -	\$ 14,516	\$ 36,507	\$ 37,055	\$ 37,610	\$ 38,175	\$ 38,747	\$ 39,328	\$ 39,918	\$ 40,517	\$ 41,125	\$ 41,742	\$ 42,368	\$ 43,003	\$ 43,648	\$ 44,303	\$ 44,968	\$ 45,642	\$ 46,327	\$ 47,022	\$ 47,727
Non-School Tax Captured	\$ 413,048	\$ -	\$ 7,400	\$ 18,610	\$ 18,890	\$ 19,173	\$ 19,461	\$ 19,753	\$ 20,049	\$ 20,350	\$ 20,655	\$ 20,965	\$ 21,279	\$ 21,598	\$ 21,922	\$ 22,251	\$ 22,585	\$ 22,924	\$ 23,267	\$ 23,616	\$ 23,971	\$ 24,330
Total Tax Captured	\$ 1,223,296	\$ -	\$ 21,916	\$ 55,117	\$ 55,944	\$ 56,783	\$ 57,635	\$ 58,500	\$ 59,377	\$ 60,268	\$ 61,172	\$ 62,089	\$ 63,021	\$ 63,966	\$ 64,926	\$ 65,899	\$ 66,888	\$ 67,891	\$ 68,910	\$ 69,943	\$ 70,992	\$ 72,057
Cumulative Total Capture	\$ 1,223,296	\$ -	\$ 21,916	\$ 77,033	\$ 132,977	\$ 189,761	\$ 247,396	\$ 305,895	\$ 365,273	\$ 425,541	\$ 486,712	\$ 548,802	\$ 611,823	\$ 675,789	\$ 740,714	\$ 806,614	\$ 873,502	\$ 941,393	\$ 1,010,303	\$ 1,080,246	\$ 1,151,238	\$ 1,223,296
DBRA Administrative fee ⁴	\$ 100,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Capture for Recoverable Costs	\$ 1,123,296	\$ -	\$ 16,916	\$ 50,117	\$ 50,944	\$ 51,783	\$ 52,635	\$ 53,500	\$ 54,377	\$ 55,268	\$ 56,172	\$ 57,089	\$ 58,021	\$ 58,966	\$ 59,926	\$ 60,899	\$ 61,888	\$ 62,891	\$ 63,910	\$ 64,943	\$ 65,992	\$ 67,057
NPV of Tax Payments ³	6.0%																					
NPV (2002\$) of Brownfield Reimbursement	\$ 577,410																					

¹ It is assumed that a portion of the value of the real estate will be available for capture
² Taxable value is assumed to increase at a rate of 1.5% per year
³ 6.0% is conservative discount rate
⁴ The Brownfield Authority may seek recovery of its costs on an annual basis - we assumed \$5,000 per year.



To: Mayor and City Council
From: John Szerlag, City Manager
John M Lamerato, Assistant City Manager/Finance and Administration
Tonni L. Bartholomew, City Clerk
Lori Grigg Bluhm, City Attorney
Date: October 31, 2002
Subject: TEMPORARY CIVIL SERVICE COMMISSIONER

Several years ago, the City of Troy established a firefighters and police officers civil service commission, which was authorized under PA 78 of 1935. This commission is sometimes referred to as the Act 78 commission. Under state law, a civil service commission can only be created in municipalities with full-time paid members in the police and/or fire department. Essentially, the duties of the civil service commission include the certification of eligible police and/or fire employees for employment or promotion and the review of suspension and/or discharge of fire fighters and police officers.

State law mandates that the civil service commission be comprised of three members. The first member is an appointment of the Mayor, with the consent of City Council. The police and fire departments appoint the second member. These two commissioners select a third member. Each member serves a six year term.

Unfortunately, state law does not address situations where there is a potential conflict of interest in a hearing. There is a meeting of the Troy Civil Service Commission scheduled for November 12, 2002. At that time, the Commission will address an appeal brought by Ms. Castiglione, who was a police academy student of Mr. Cannon. Her attendance and performance at the police academy will necessarily be an issue of her appeal, and therefore it is my recommendation that Mr. Cannon refrain from participation in the appeal. Commissioner Canon subsequently confirmed that he would not be able to participate in the appeal, since he has been temporarily called to active military duty, and will be out of the country for approximately one year. Since meetings are held on an as-needed basis only, it is unknown whether Mr. Cannon will miss any other meetings during this period. Mr. Cannon has requested to remain on the commission and serve until the expiration of his term in April 2006.

At the last meeting, both Commissioners expressed a desire for a temporary replacement for Mr. Cannon. Norman (Don) Michaelson, a former member of the Commission and a current resident of Troy, was suggested as a temporary replacement. Mr. Michaelson has knowledge of the duties and procedures of the Commission, and would be able to effectively participate in the appeal scheduled for November 12, 2002. He served for approximately eighteen years, and has indicated a willingness to serve on a temporary basis. He is likely the only former member still qualified for appointment. Since Mr. Cannon is the mayoral appointment, this temporary appointment should be made by the Mayor and confirmed by City Council.

If you have any questions, or would like more information about Mr. Michaelson, please let us know.

**City of Troy
City Clerk's Office
500 West Big Beaver
Troy, Michigan 48084
(248) 524-3316**

(Send Application to Above Address)



APPLICATION FOR BOARDS AND COMMITTEES

Thank you for your interest in serving on an Advisory Board or Committee. The purpose of this form is to provide the Mayor and City Council with basic information about residents considered for appointment. The application will be kept on file for two years.

(Please type or print)

Name (Mr/Mrs/Ms): Norman (Don) Michaelson Date: 10/30/02
Address: 2197 Hempstead Phone: (248) 689-9538
Employer: Professional Placement Service City/Zip: 48083
Address: 30161 Southfield Rd, Southfield, MI Phone: (248) 723-4900
City/Zip: 48076-1435

Registered voter in the City of Troy? Yes ☒ No ☐

How long have you lived continuously in the City of Troy? 20+ years

Have you ever been convicted for anything other than a minor traffic violation? Yes ☐ No ☒

Are you a graduate of Troy Citizen Academy? Yes ☐ No ☒

Number the advisory boards or committees for which you would like to apply for in the order of your preference - 1 = first choice, 2 = second Choice, etc.:

- ☐ Advisory Committee for Persons with Disabilities
- ☐ Animal Control Appeals Board
- ☐ Board of Review
- ☐ Brownfield Redevelopment Authority
- ☐ CATV Advisory Committee
- ☒ Civil Service Commission Act 78
- ☐ Economic Development Corporation
- ☐ Historical Commission
- ☐ Library Board
- ☐ Municipal Building Authority
- ☐ Personnel Board
- ☐ Retirement System Board of Trustees
- ☐ Troy Daze Committee

- ☐ Advisory Committee for Senior Citizens
- ☐ Board of Canvassers
- ☐ Board of Zoning Appeals
- ☐ Building Code Board of Appeals
- ☐ Charter Revision Committee
- ☐ Downtown Development Authority
- ☐ Election Commission
- ☐ Historic District Commission
- ☐ Liquor Committee
- ☐ Parks & Recreation Board
- ☐ Planning Commission
- ☐ Traffic Committee

☐ I do not wish to be reappointed.

Date: October 30, 2002

To: Honorable Mayor and City Council

From: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager, Services
Steven Vandette, City Engineer
William R. Need, Director of Public Works

Subject: Environmental Infrastructure Fund Reimbursement

RECOMMENDATION:

It is our recommendation that the City of Troy submit a request to the Oakland County Board of Commissioners for our full share of the Oakland County Environmental Infrastructure Fund. The amount of the request would be \$2,093,150.85. The request requires a resolution from City Council along with copies of payments made on eligible projects.

BACKGROUND INFORMATION:

Enclosed with this memo is a copy of the letter from the County Commissioners regarding the Environmental Infrastructure Fund distribution for the City of Troy. As stated in the letter, the City of Troy is eligible for \$2,093,150.85 from Oakland County as reimbursement for eligible water and sewer projects. Inasmuch as the cost to date of the Dennis Powers drain and detention pond in Section 3 exceeds Troy's allocation amount from the Infrastructure Fund, payment records from this project would be submitted with our request for our full share.

When the monies are received, the funds will be allocated to the Capital Drains Account #401516.7989.1000 to fund various phases of drain projects including several identified in the 1996 Master Storm Drainage Plan:

- Wattles Road Storm Sewer from Northfield Parkway to Livernois
- Livernois Storm Sewer from the Lane Drain south to Big Beaver
- Sediment Removal from Sterling Heights Detention Basin
- McCulloch Drain from Wattles to Rochester Road
- Dequindre Storm Sewer, Long Lake north to Stonecrest Detention Basin
- Detention Basin Repairs and Retrofit

Prepared by Dana Calhoun, Storm Water Engineer



Gary
John L. & Bill Nood

BOARD OF COMMISSIONERS

October 11, 2002

1200 N. Telegraph Rd.
Pontiac, MI 48341-0470

Phone: (248) 858-0100
Fax: (248) 858-1572

Hon. Toni Bartholomew
City Clerk
City of Troy
500 West Big Beaver Road
Troy, MI 48084-5285

RE: Environmental Infrastructure Fund Distributions Update

Dear Clerk Bartholomew:

Fiscal Year 2003, marks the fifth and final year of the widely successful Environmental Infrastructure Fund program. The Oakland County Board of Commissioners approved this 5-year, \$25 million program in 1999, to assist our local communities by reimbursing them for the costs of eligible water and sewer projects.

The City of Troy was eligible to receive an annual allocation of \$418,630.18 from the Environmental Infrastructure Fund. If your community chose to utilize the optional accelerated payment schedule, the 5-year total allocation of \$2,093,150.85 has been discounted.

As of October 1, 2002, County records indicate that Environmental Infrastructure Fund reimbursements totaling \$2,093,150.85 remain available to the City of Troy. Your community has not requested reimbursement for Fiscal Years 1999 through 2003.

Please note that cities, villages and townships must submit their requests for reimbursement from the Environmental Infrastructure Fund by August 1, 2003. The requests should include: a resolution from your legislative board or council that identifies the project, a letter requesting reimbursement for the costs incurred and a copy of paid invoices.

If you have any questions regarding the Environmental Infrastructure Fund reimbursement process, please contact Tim Soave, Manager, Fiscal Services at 248.858.0807.

Sincerely,

David B. Buckley
David B. Buckley
Commissioner

Charles E. Palmer
Charles E. Palmer
Commissioner

John P. Garfield
John P. Garfield
Commissioner

Peter H. Webster
Peter H. Webster
Commissioner

cc: Hon. Matt Pryor, Mayor

November 8, 2002

Mr. Tim Soave
Manager
Oakland County Fiscal Services Division
1200 N. Telegraph Road
Pontiac, MI 48341

Re: Environmental Infrastructure Fund Distribution for the City of Troy

Dear Mr. Soave:

Pursuant to Oakland County Board of Commissioner Miscellaneous Resolution (MR) 99093, the City of Troy hereby requests reimbursement under Oakland County's Environmental Infrastructure Fund Program for expenses incurred in connection with an eligible environmental remediation or improvement project undertaken by our city.

Attached in support of this request are the following:

- Attachment A: Project Description for the Dennis Powers Drain Improvements
- Attachment B: City Council Resolution, which authorizes the reimbursement request
- Attachment C: Dennis Powers Drain expense invoices

The City of Troy understands that the review and processing of this reimbursement request will be governed by the provisions of MR 99093, and certifies that all expenses submitted for reimbursement were incurred in connection with a qualifying environmental remediation or improvement project.

If you have any questions concerning this matter, please feel free to contact me at (248) 524-3489. Thank you for your assistance.

Sincerely,

William Need
Director of Public Works
Department of Public Works

Cc John Szerlag, City Manager
Gary Shripka, Assistant City Manager Services
John Lamerato, Assistant City Manager Finance & Administration
Steven Vandette, City Engineer

ATTACHMENT A
REQUEST FOR ENVIRONMENTAL INFRASTRUCTURE FUND
REIMBURSEMENT

PROJECT DESCRIPTION

Dennis Powers Drain Improvements involved the installation of approximately 11,100 linear feet of RCP storm sewer ranging in sizes from 12" to 48" and 13,600 linear feet of 8" HDPE. This project also involved the construction of a regional detention basin facility with a sediment forebay and wetland plantings to filter and remove stormwater pollutants. The total project cost is \$2,243,128.76.

DA October 15, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Mark Stimac, Director of Building and Zoning

SUBJECT: Proposed Revision to Chapter 78 regarding
Residential Development Entranceway Signs

At a previous study meeting staff presented a proposed revision to Chapter 78 of the Troy City Code regarding signs in the right of way of entranceways to residential developments. The proposal was in response to a request from a developer for an entranceway sign on a residential condominium project. This request could not be processed under the recent revisions to the sign ordinance because it was not part of a "residential subdivision" as permitted by the ordinance. Staff feels that the same justification and concerns regarding signs in residential subdivisions are appropriate with these other forms of residential development. As such, staff proposes revising the language of Section 7.01.01 of the Sign Ordinance to allow these "residential development" identification signs as opposed to the current language for "subdivision" identification signs.

Proposed language is attached for your consideration. We will be happy to provide any additional information that you may require.

CITY OF TROY
AN ORDINANCE TO AMEND
CHAPTER 78 OF THE CODE
OF THE CITY OF TROY

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 78 of the Code of the City of Troy.

Section 2. Amendment

Section 7.01.01 of Chapter 78 of the City Code is revised to read as follows:

7.01.01 Signs in Right-of-Way: No sign shall be located in, project into, or overhang a public right-of-way or dedicated public easement.

Exceptions:

- A) Signs established and maintained by the City, County, State, or Federal Governments.
- B) Banners, advertising civic events may be permitted on lighting poles within the median of Big Beaver Road, between Rochester Road and Cunningham Drive, for a period not to exceed thirty days, subject to the approval of the City Manager.
(Rev. 07-17-00)
- C) ~~Subdivision~~ Residential development identification signs not more than five feet in height and not more than 50 square feet in area located within the median of boulevard entrance streets subject to City Council approval of design and materials and further subject to the execution of an agreement with the City of Troy covering liability and maintenance of the sign. The height of such signs shall further be subject to the corner clearance requirements of Figure 7.01.01.

Section 3. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 4. Savings

All proceedings pending, and all rights and liabilities existing, acquired or incurred, at the time this Ordinance takes effect, are hereby saved. Such proceedings may be

consummated under and according to the ordinance in force at the time such proceedings were commenced. This ordinance shall not be construed to alter, affect, or abate any pending prosecution, or prevent prosecution hereafter instituted under any ordinance specifically or impliedly repealed or amended by this ordinance adopting this penal regulation, for offenses committed prior to the effective date of this ordinance; and new prosecutions may be instituted and all prosecutions pending at the effective date of this ordinance may be continued, for offenses committed prior to the effective date of this ordinance, under and in accordance with the provisions of any ordinance in force at the time of the commission of such offense.

Section 5. Severability Clause

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provision of this ordinance shall remain in full force and effect.

Section 6. Effective Date

This Ordinance shall become effective ten (10) days from the date hereof or upon publication, whichever shall later occur.

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a regular meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the _____ day of _____, 2002.

Matt Pryor, Mayor

Tonni Bartholomew. City Clerk

DATE: October 22, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager/Finance and Administration
Jeanette Bennett, Purchasing Director
Gert Paraskevin, Information Services Director

SUBJECT: In-house Web Hosting

RECOMMENDATION:

The City requests approval and authorization to purchase equipment, software and services to move the existing website in-house, and to offer additional services such as on-line registration for Parks and Recreation, and interactive maps and data. The total cost of this project will be approximately \$66,529 initially, plus \$18,535 per year for on-going maintenance and service.

DETAILS

This project will be carried out in several phases as outlined below. Detailed costs are identified in Appendix A.

1. Bring website in-house.
Establish a web server with sufficient communications and security to move our current website in-house. World Wide Net now hosts our website. Moving the site in-house gives us greater control over availability, updates, and how we can serve up information. This phase would entail purchasing a server with the appropriate software, utilizing consulting hours, and increasing the speed of our Internet connection for the increased activity.
2. Implement on-line registration for Parks and Recreation programs.
This phase would require the purchase of software from Vermont Systems, as an add-on to our current Recreation system, an additional server to handle on-line transactions, installation and training. We must also purchase a Secure Socket Layer certificate to ensure secure payment transactions. Documentation outlining the features of the on-line system from Vermont Systems is attached.
3. Redesign of site and include interactive maps.
The third phase of this project includes reviewing the entire website, improving the presentation of data, and adding to the type of data offered. The most significant change would be the ability to offer information from our GIS system via interactive maps. This would require the purchase of GIS software to load on the web server and some consulting for implementation and design.

This project does not purport to save the city any money. Currently we are only paying \$40 per month for web hosting (\$480 annually). However, we are very limited in the way that we can serve up data, and we could not offer on-line registration. This project will result in better service to residents and easier access to data. In addition, it will lay the foundation for expanding on-line services such as permitting, dog licenses, payment of water bills and customer service requests.

BUDGET:

The funds are allocated in the Information Technology capital budget (fund 401258), and in the Parks and Recreation account number 401752.7978.010.

Appendix A In-House Web Hosting Costs

	<u>Vendor/Contract</u>	<u>Item</u>	<u>Fixed Cost</u>	<u>Recurring</u>
Phase 1	Bring Website In-house			
	Compaq - REMC Contract			
		Web Server	\$ 9,400	
	EDS - State Contract			
		Microsoft Windows 2000 Advanced Server	1,725	
	Dyntek - Tri-County Coop Contract			
		Consulting Hours (20 hrs @ 85)	1,700	
	Ameritech – current contract			
		Increase Internet connection speed From T1 to 2-T1s	400	10,800
	Total Phase 1		\$ 13,225	\$ 10,800
Phase 2	Implement On-line Registration			
	Vermont Systems (Sole Source add on to current system)			
		WebTrac Internet Software	12,450	2,340
		Installation and Training	4,560	
	Compaq - REMC Contract			
		Transaction server	8,500	
	VeriSign			
		Secure Socket Layer (SSL) encryption certificate	895	895
	Total Phase 2		\$ 26,405	\$ 3,235
Phase 3	Review Web Design and add Interactive Maps			
	Environmental Systems Research Institute (ESRI) - Sole Source			
		ArcSDE for SQL	10,000	3,000
		ArcIMS Standard Edition	7,500	1,500
	Macromedia			
		Jrun 4	899	
	EDS - State Contract			
		Microsoft SQL Server 2000 processor license	3,500	
	Web Design Vendor – Informal Quote <\$10,000			
		Consulting/Design	5,000	
	Total Phase 3		\$ 26,899	\$ 4,500
Total Project Cost			\$ 66,529	\$ 18,535



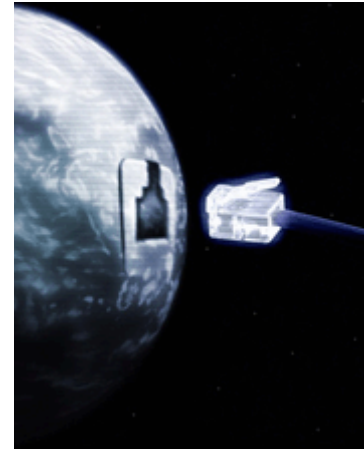
WebTrac brings the power of the Internet to Parks & Recreation Professionals

By linking the World Wide Web to your Recreation applications and services. The WebTrac software connects your RecTrac v2, GolfTrac v2 or MainTrac v2 system to your Customers on a 24-hour/7-day a week, real time basis.



Real Time Registration

- Customer can Self-Register via the Internet
- Offer your Programs to an increased audience
- 24 hour / 7 day week availability
- Real-Time Database Access – WebTrac Registrations automatically update RecTrac v2
- Option to browse Class/Programs available
- Customers may review enrollment history & send emails
- Enroll in class, process payment, print receipt and/or save to disk - in one easy operation
- Allow new Customers to add Household data with option to enroll
- Full payment using Credit Card Authorization or partial payment processing
- Auto Fees & Registration start/end dates by Resident, Non-Resident status

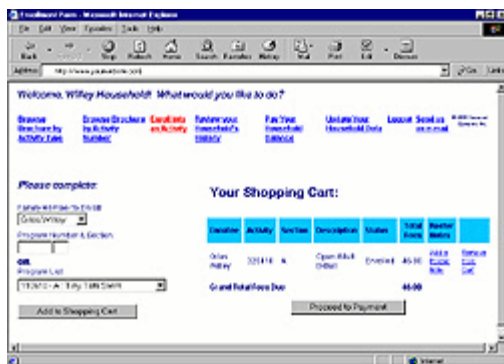


WebTrac Overview

- Connect to your VSI applications from any Internet Access Point
- Customers are never more than a few Clicks away from your organization
- Real-Time Self Service on your Website
- Offer your Customers the convenience and time-saving advantages of Web.
- Customers can obtain the most current Department Information
- Process transactions and make payments
- Increase staff productivity and efficiency
- Multiple levels of Security Access provided
- VSI uses [Progress](#) WebSpeed Development Environment
- WebSpeed powers WebTrac to integrate with RecTrac v2, GolfTrac v2 MainTrac v2
- WebSpeed offers functionality, security and ease of use
- Customize your Welcome Message text
- Base System can process estimated 1250 to 2500 simultaneous transactions



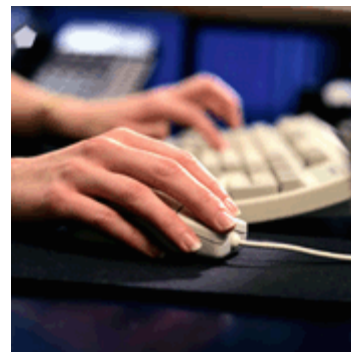
WebTrac Inquiries



WebTrac Features

- Real Time criteria & availability checking
- Transaction Completed – No manual review required
- Control over who can access WebTrac Through Use Of PIN
- 24 hour/7 day Customer Access – Via your Web Site
- Credit Card Authorization & Payment
- Customer Responsibilities
- Maintenance of Host/System, Web Server
- Firewall for security of RecTrac database

- View Activity/Program brochure – On-line
- Review Family Enrollments & Check Household Balances
- Access system with valid Household Number and PIN
- Post League Schedules & Team Schedules
- Post League statistics, high scorers, standings, etc.
- View Facility Schedules – Check status of open, closed & reserved facilities
- List upcoming special events and services that you offer



[Vermont Systems, Inc.](#), 12 Market Place, Essex Junction, VT 05452
 Site Designed Produced by [VBG](#)

TO: Honorable Mayor & City Council

FROM: John Szerlag, City Manager
John Lamerato, Asst. City Manager/Finance & Administration
Cindy Stewart, Community Affairs Director

RE: Annual Banquets

DATE: October 22, 2002

As in previous years, the City Council appoints a master of ceremonies for the annual Boards & Committees Appreciation Banquet (March 1) and the annual Fire Fighters Appreciation Banquet (May 17).

The Community Affairs Department has already begun the planning process for the annual banquets to ensure a first class event. Please appoint a councilperson that will act as the official master of ceremonies that evening and work with the Community Affairs Department. Responsibilities include selecting a minister or priest to give the invocation, greeting all guests, distributing party favors that evening, and serving as master of ceremonies for the program.

James Sands
Senior Vice President
Appraisal

Standard Federal Bank
Member of the ABN AMRO Group

340 East Big Beaver Road
Troy, Michigan 48084
248/457-5675
248/457-5555 Fax

Standard
Federal

October 29, 2002

Troy City Council
500 West Big beaver Road
Troy, Michigan 48084

Re: The Don Bush Children's Fund, Inc.

Dear Honorable Council members:

Attached is a form from the State of Michigan Charitable Gaming Division to permit the Don Bush Children's Fund to obtain a gaming license for our upcoming raffle. Tickets will be sold in advance and the drawing will be held on December 18, 2002 at St. Hugo of the Hills, 2215 Opdyke Road, Bloomfield Hills, Michigan. The fund is a non-profit 501 (c) 3 corporation, ID# 31503, located at 1700 West Big Beaver Road, Troy, Michigan, 48084. The fund acquires wraps and delivers Christmas gifts to area needy and troubled children. For many, our gift will be the only one they receive this Christmas. Most of our channels for locating the children are through area charities such as the Salvation Army, Vista Maria, Oakland Lighthouse, Saint Francis, Children's Hospital, Saint Raymond's, Caring and Sharing, Ronald McDonald House and others. Last year we were able to deliver over 3500 presents, which were either donated or purchased (often at a discount offered by local retailers). Every penny and man-hour is donated. Like those who donate their time and resources to gather, wrap and deliver the gifts.

We are requesting the council to recognize the fund as a local charity serving the community.

We appreciate your time and attention devoted to this matter.

Respectfully submitted,

James A. Sands
James A. Sands, Secretary DBCF

RECEIVED
CITY OF TROY
2002 OCT 29 PM 4:12

F-7



LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
(Required by MCL 432.103(9))

At a Regular meeting of the Troy City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Don Bush Children's Fund Inc of Troy
NAME OF ORGANIZATION CITY

county of Oakland, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining a charitable

gaming license, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

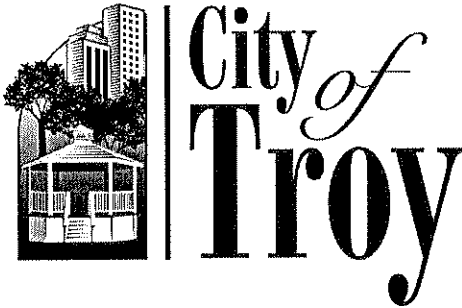
PRINTED NAME AND TITLE

ADDRESS

The Michigan Lottery will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, qualified disability or political belief in its activities or in its hiring or employment practices.

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R8/00)



10/30/2002

TO: MAYOR AND MEMBERS OF CITY COUNCIL

FROM: JOHN SZERLAG, CITY MANAGER *VP*
 JOHN LAMERATO, ASSISTANT CITY MANAGER, FINANCE *✓*
 NINO LICARI, CITY ASSESSOR *ML*
 LORI GRIGG BLUHM, CITY ATTORNEY *LG*

RE: REQUEST FOR AUTHORITY TO PARTICIPATE IN TAX LITIGATION

Since the adverse decision of the Michigan Supreme Court in WPW Acquisitions v. City of Troy, assessors throughout the State of Michigan are now precluded from increasing a property's taxable value for increased occupancy, since this increase would violate the cap of Proposal A. In WPW, this was true, even though the Plaintiffs had previously requested and received a reduction in their taxable value for low occupancy levels. However, the Michigan Supreme Court did not simultaneously invalidate the Michigan law that mandates that assessors reduce the assessed value of property when there is a decrease in occupancy. As expected, property owners have taken advantage of this inequality, and have filed appeals throughout the State of Michigan, claiming losses due to decreases in occupancy levels.

The City of Southfield has taken the lead on a collaborative effort to address this issue. Attached to this memo is a letter from Southfield City Assessor Barry N. Simon, requesting financial participation from the City of Troy and several other communities in a lawsuit. The requested financial contribution is limited to a maximum of \$10,000, and will probably be less than \$10,000 if all interested communities are able to participate. The estimated cost of pursuing this litigation to the Supreme Court of the State of Michigan is \$150,000, and Southfield estimates that it can obtain financial assistance from 15 communities throughout the State of Michigan, including Oakland County.

If Southfield receives the requested financial assistance to vigorously pursue this matter, the Michigan Tax Tribunal has committed to holding all 2002 appeals claiming a loss of occupancy in abeyance. In Troy, there are approximately ten of these appeals, totaling an estimated taxable value of \$12,985,960, which translates into approximately \$122,717 in tax revenue.

It is our recommendation that the City of Troy join in this collaborative effort. The funding could be taken from the City Attorney's budget. The resumes of the attorneys for this matter are also attached for your review. It should also be noted that Laura Hallahan has previously assisted the City of Troy in another collaborative effort, and I have every confidence that she will aggressively pursue this matter to benefit all of the communities.

It is hoped that the Michigan legislature will eventually address the current inequality of the law. However, any change in the law will not affect the cases filed for the 2002 tax year. If you have any questions concerning the above, please let us know.



City of Southfield

26000 Evergreen Rd. • P.O. Box 2055 • Southfield, MI 48037-2055

September 10, 2002

Lori Grigg Bluhm, Esq.
City Attorney
City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

Dear Ms. Bluhm:

As you are aware, on May 14, 2002, the Michigan Supreme Court held in *WPW Acquisitions v City of Troy* that MCL 211.34d(1)(b)(vii) is unconstitutional. As a result of the Supreme Court's ruling, Michigan assessors are precluded from increasing a property's taxable value due to increased occupancy. While assessors cannot adjust a property's taxable value based upon increased occupancy, Michigan law mandates that assessors must take a "loss" if there is a decrease in a property's occupancy rate. Accordingly, Michigan law currently allows a loss for a decrease in a property's occupancy rate, but precludes local taxing units from bringing back the loss as an addition when the property's occupancy rate increases.

Most local taxing units, including the City of Southfield, have experienced an increase in property tax appeals for the 2002 tax year wherein the taxpayer has filed a taxable value appeal only, claiming a "loss" within the meaning of MCL 211.34d(1)(h)(iii) due to a decrease in the property's occupancy rate. Since assessors must take a loss due to a decrease in a property's occupancy but cannot bring back the loss as an addition, the City of Southfield desires to challenge the constitutionality of MCL 211.34d(1)(h)(iii). Upon making the constitutional challenge, the Michigan Tax Tribunal is willing to hold all 2002 appeals wherein the taxpayer is claiming a loss due to a decrease in occupancy in abeyance pending final resolution of the City of Southfield's constitutional appeal.

To make the constitutional challenge, the City of Southfield has retained Laura M. Hallahan of Beier Howlett, P.C. We anticipate that the cost of the appeal, which will follow the same court process as the *WPW Acquisitions* case commencing in the Tax Tribunal following a declaratory action in the circuit court, an appeal to the Michigan Court of Appeals and finally application for leave to appeal to the Michigan Supreme Court, will be approximately \$150,000. The City of Southfield will hold all monies contributed by participating local units of government and will disburse the funds to Beier Howlett, P.C. All units who participate financially in the cost of the appeal will be kept abreast of the status of the appeal on a bi-monthly basis or more frequently, as needed. Any remaining funds, after paying all legal

Mayor	Council President	City Clerk	City Treasurer	City Administrator
Brenda L. Lawrence	Paul Condino	Nancy L. M. Banks	Roman J. Gronkowski	Donald J. Gross
City Council				
Jonathan Brateman	Myron A. Frasier	Sylvia Jordan	Sidney Lantz	Nida R. Samona
				Kenson J. Siver, Ed.D

Lori Grigg Bluhm, Esq.
City of Troy
September 10, 2002
Page 2

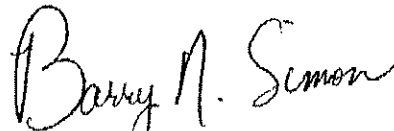
costs and expenses, will be reimbursed on a pro rata basis to each unit based upon its contribution.

We believe that we will have the financial participation of 15 units (including Oakland County), thereby requiring each unit to contribute \$10,000. At this time, we are requesting a commitment of \$10,000 from each unit, which will be adjusted according to the final count of units participating and actual fees/costs incurred.

As a final matter, we anticipate that the Attorney General will be issuing an opinion regarding the constitutionality of MCL 211.34d(1)(h)(iii). While such opinion will certainly enhance the City's challenge, the Attorney General's opinion is not binding upon the Tax Tribunal or Michigan courts. Accordingly, an Attorney General opinion which opines that MCL 211.34d(1)(h)(iii) is unconstitutional will not dispose of the tax appeals based upon a loss due to a decrease in occupancy filed with the Tax Tribunal.

Should you have any questions or comments regarding this matter or should you need additional information, please contact me.

Very truly yours,

A handwritten signature in black ink that reads "Barry N. Simon". The signature is written in a cursive, flowing style.

Barry N. Simon
City Assessor

LAURA M. HALLAHAN

EDUCATION:

Detroit College of Law, Detroit, Michigan; Juris Doctor (cum laude); 1988
New York University, New York; L.L.M. in Taxation; 1989
Hillsdale College, Hillsdale, Michigan; B.A. (English and Political Economy; Philosophy minor); 1985

LAW PRACTICE EXPERIENCE:

Beier Howlett, P.C., Bloomfield Hills, Michigan; 2001-present; Partner
Pollard & Albertson, P.C. (now known as Pollard, Albertson, Nyovich & Higdon, P.C., Bloomfield Hills, Michigan; 1995-2001
Hardy, Lewis, Pollard & Page, P.C., Birmingham, Michigan; 1989-1994

LAW PRACTICE AREAS:

Municipal defense of ad valorem property tax appeals, real and personal property tax issues, environmental law, estate planning, litigation, contracts, real estate and general school law.

REPRESENTATIVE CLIENTS:

Cities of East Tawas, Royal Oak, Southfield and Wixom; Charter Township of Waterford; Oakland County Equalization Department; J.C. Penney Company; Blue Water Fiber; General Chemical Industrial; Turtle Lake Club; and Oak Park School District.

TEACHING EXPERIENCE:

University of Detroit School of Law, Adjunct Professor, Estate and Gift Taxation; 1992-1996

PROFESSIONAL MEMBERSHIPS / AFFILIATIONS:

American Bar Association; 1989-present
State Bar of Michigan; 1989-present
District of Columbia Bar Association; 1989-present
Chaldean Bar Association; 1993-present

PROFESSIONAL REFERENCES:

Barry N. Simon, City Assessor, City of Southfield, (248) 354-8109
James Geiermann, City Assessor, City of Royal Oak, (248) 246-3110
John G. Sailer, City Assessor, City of Wixom, (248) 624-0880
Brian Tabaczka, Exec. Director of Business & Finance, Oak Park School District, (248) 691-8400

P. DANIEL CHRIST

EDUCATION:

University of Detroit School of Law, Detroit, MI; Juris Doctorate 1991
London Law Program, Regent's Park, England; Study of International law and EEC.
Michigan State University, East Lansing, MI; B.A. Arts and Letters 1987

LAW PRACTICE EXPERIENCE:

Beier Howlett, P.C. (1992-present) – Civil litigation, Real Estate, and Municipal practice.
DeNardis, McCandless & Muller, P.C. (1991-1992); Civil litigation concentrating on construction and commercial disputes.
Chrysler Corporation, Office of the General Counsel (1990-1991); Internship in Manufacturing, Marketing and Corporate Affairs Legal Department.
Shearson Lehman Hutton, Inc. (1990); London, England; Internship regarding EEC regulations on mergers and acquisitions.

LAW PRACTICE AREAS:

Municipal; real estate; zoning and land use matters and general commercial litigation; telecommunications and cable-related matters; Open Meetings Act and Freedom of Information Act litigation; property annexation matters including hearings before Administrative Law Judges and contested hearings before the State Board of Education regarding Lincoln Consolidated School District; construction litigation concerning issues with contractors regarding completion of High School/Middle School in Lincoln Consolidated School District; issues regarding acquisition of property for school district in Alma Public School District; negotiation of union contract for teachers in Alma Public School District.

REPRESENTATIVE CLIENTS:

City of Ferndale, City of Birmingham; Various intergovernmental authorities (in connection with telecommunications and cable-related matters).

SEMINAR EXPERIENCE:

National Business Institute, January, 1997; School Law Seminar
Lorman Education Services, October 4, 2002; Public Records and Open Meetings Seminar

PROFESSIONAL MEMBERSHIPS / AFFILIATIONS:

Oakland County Bar Association

State Bar of Michigan

Michigan Council of School Attorneys (Past President (2000-2001))

PROFESSIONAL REFERENCES:



Thomas W. Barwin, City Manager, City of Ferndale

Thomas M. Markus, City Manager, City of Birmingham

John Shay, Village Manager, Village of Almont

October 25, 2002

To: Honorable Mayor and City Council

From: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager, Services
William R. Need, Director of Public Works
Steven Vandette, City Engineer  

Subject: Cost Share for Dredging Detention Basin

RECOMMENDATION:

It is our recommendation that the City of Troy share equally with the city of Sterling Heights in the cost of removing sediment from a Sterling Heights detention pond. Although the pond receives approximately 90% of its water from the city of Troy, the city of Sterling Heights has offered to split the cost 50/50 with Troy. The basin is located southeast of Long Lake and Dequindre and takes flow from the Nelson and Gibson Drains located in Sections 11, 12 and 13 in the city of Troy. The cleanout of approximately 23,000 cubic feet of sediment will restore the capacity of the detention basin and its effectiveness as an important flood control structure for the area.

BACKGROUND:

The majority of storm water flow passing through the detention basin originates in the city of Troy. Based on this fact, the City of Troy previously participated with Sterling Heights on a 1993 project that significantly expanded the main channel and detention basin for flood control purposes. Over time, the detention basin filled with silt and sediment from its upstream sources, mainly from the City of Troy.

During design of the storm sewer for our Long Lake Road project, Carnaby to Dequindre, discussions with Sterling Heights were held regarding the need for an improved storm outlet on Long Lake east of Dequindre Road in Sterling Heights. This improved outlet would drain into the same drain and detention system containing sediment buildup that originated from Troy. As part our discussions with Sterling Heights all parties recognized the need for cleanout of sediment from the basin as essential for our improved outlet and restoration of flood control for the downstream properties in Sterling Heights

The design engineering for dredging the basin has been completed by consultants for the City of Sterling Heights. All of the design cost has been paid by Sterling Heights and no share is proposed for Troy. The cost estimate for sediment removal is \$975,000 including construction engineering, inspection, testing and contingency. The City of Troy's share would be \$487,500 and not be exceeded without city council approval.

FUNDING

Funds are available for the City of Troy's share of this project in the 2003/03 Capital Drains Fund, account number 401516.7989.1000. The Drains Fund would be reimbursed from our share of Oakland County's Environmental Infrastructure Fund.

Date: October 30, 2002

To: Honorable Mayor and City Council

From: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager Services
Steven Vandette, City Engineer
Carol Anderson, Parks & Recreation Director
William R. Need, Director of Public Works

Subject: Engineering Proposal for Sylvan Glen Golf Course Streambank Stabilization

RECOMMENDATION:

It is our recommendation that the City of Troy proceed with the proposed study and design alternatives for the streambank stabilization project for Sylvan Glen Golf Course to be completed by Hubbell, Roth & Clark in accordance with the general engineering contract, as authorized by City Council Resolution No. 2002-06-379, dated June 17, 2002.

BACKGROUND INFORMATION:

Over the past several years, Sylvan Glen Golf Course has experienced severe erosion of the existing streambanks. The Department of Public Works and the Parks & Recreation Department have been working together to resolve this issue. Excessive erosion of streambanks can lead to water quality problems downstream including deposition of sediment on the streambed and high total suspended solids in the water, which makes the water look cloudy. City staff met with engineers from Hubbell, Roth & Clark to determine the severity of the erosion.

Enclosed with this memo is a copy of the proposal for engineering services from Hubbell, Roth & Clark to prepare a study of the streambank erosion and develop alternatives to stabilize the streambank for the Sylvan Glen Golf Course.

FUNDING:

The engineering study and design alternatives are estimated to cost \$36,212.60, plus an additional 10% of the project cost for contingencies, and will be paid for out of the Capital Drains Account #401516.7989.013024. Work would commence upon our authorization to proceed. There are funds available for engineering design and construction in the future once the appropriate design alternatives have been studied and chosen.



Fig. 1- View looking upstream at the severely eroded streambanks.



Fig. 2- Another view of the streambank further upstream.



Fig. 3- View looking at 6-7 foot severely eroded streambanks.



Fig. 4- Another severely eroded portion of the streambank further upstream.



Fig. 5- View looking at severely eroded streambanks and the turf grass mowed to the edge of the streambank.



Fig. 6- View showing another streambank with approximately 9-10 feet of bare soil and exposed roots.

Gerald F. Knapp
Thomas E. Biehl
Walter H. Alix
George E. Hubbell
Peter T. Roth
Michael D. Waring
Keith D. McCormack
Curt A. Christeson

CHIEF FINANCIAL OFFICER
J. Bruce McFarland

SENIOR ASSOCIATES
Frederick C. Navarre
Gary J. Tressel
Lawrence R. Ancypa
Kenneth A. Melchior
Dennis M. Monsere
Randal L. Ford
David P. Wilcox



HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS

Timothy H. Sullivan
Thomas G. Maxwell
Nancy M.D. Faught
Jonathan E. Booth
Michael C. MacDonald
Marvin A. Ofane
James C. Hanson
Richard F. Beaubien
Margaret Synk Kuhn
William R. Davis
James J. Aiello
Daniel W. Mitchell
Joel E. Bowdan
Jesse B. VanDeCreek
Robert F. DeFrain
Marshall J. Grazioli

September 13, 2002

City of Troy
500 West Big Beaver
Troy, MI Address

Attention: Mr. William Need, DPW Director

Re: Sylvan Glen Golf Course Streambank Stabilization Project

HRC Job No. 20020091

Dear Mr. Need,

Pursuant to the City's request, we are providing the City with a proposal to provide engineering services to develop a study and proposed design alternatives for the streambank of the tributary to Olsen Drain in the Sylvan Glen Golf Course.

The Project will include tasks:

1. Characterize the stream
2. Hydrologic and hydraulic evaluation
3. Develop streambank stabilization alternatives
4. Final Report

The costs for our services is estimated to be \$36,212.40. Attached is a scope of work with estimated hours for each task. This would be invoiced monthly, as stipulated in our Engineering Services Contract. Upon completion of the study and design alternatives, we would be happy to provide a cost estimate for developing detailed plans and specifications. HRC will continue to monitor any potential funding sources for the design and construction of this project.

If you have any questions or require any additional information, please me at 248-454-6300.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

A handwritten signature in cursive script that reads 'Margaret Synk Kuhn for'.

Walter H. Alix, P.E., P.S.
Vice President

Attachment

pc: City of Troy, Steve Vandette, P.E., Dana Calhoun, P.E.
HRC; M. MacDonald, M. Kuhn, J. Lawson, File

Corporate Office: 555 Hulet Drive • P.O. Box 824 • Bloomfield Hills, MI 48303-0824 (Mailing - P.O. Box) - 48302-0360 (UPS Zip)
Telephone: (248) 454-6300 • FAX: (248) 338-2592 or (248) 454-6312 • www.hrc-engr.com


Scope of Work

		Associate	Engineer	Tech	Environmental Analyst	Project Environmental Analyst	Word Processing
1	Characterize the Stream						
	Stream Inventory	2			30		5
2	Hydrologic and Hydraulic Evaluation						
2a	Characterize tributary area		10	20			
2b	Develop a computer model to represent the hydraulics of the existing conditions.	5	30	10			
2c	Determine the hydrology to represent the existing and future peak flows and compare to the existing system to delineate deficiencies.		20	20			
2d	Determine bank full flow frequency to use in developing bioengineering techniques		10				
3	Develop and evaluate streambank and channel stabilization alternatives						
3a	Preliminary alternatives		30	40	30	30	10
3b	Feasibility and cost assessment of site concept design without and without bridge replacement	2				30	
3c	Meetings	20	15	15	15	15	
4	Final Report						
	Summary and Presentation of design concerns and alternatives		15	35	10	20	15
	TOTAL HOURS	29	130	140	85	95	30

	Hours	Hourly Rate	Direct Cost
Associate	29	\$37.00	\$1,073.00
Engineer	130	\$27.00	\$3,510.00
Technician	140	\$24.00	\$3,360.00
Project Env. Analyst	95	\$29.00	\$2,755.00
Env. Analyst	85	\$21.00	\$1,785.00
Support	30	\$15.00	\$450.00
Total Direct Cost			\$12,933.00
Multiplier (1.8)			\$23,279.40
TOTAL ESTIMATED COST			\$36,212.40

October 24, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Lori Grigg Bluhm, City Attorney
Steven Vandette, City Engineer 

SUBJECT: Coolidge Road Reconstruction Project, Maple Road to South City Limits
Fourth Addendum to Contract
Grand Sakwa Consent Judgment
Project No. 00.112.3

BACKGROUND:

In 1999 a Consent Judgment (copy attached) between the City of Troy and Grand Sakwa was approved for a mixed use development consisting of residential and commercial development on 77 acres of land located on the southwest corner of the intersection of Maple Road and Coolidge Highway. Among the requirements of the judgment was the construction of a new boulevard on Coolidge Road from Maple south to the City boundary. It was further required that the boulevard be constructed in 2000 by Grand Sakwa (design, construction and construction engineering by Grand Sakwa), that their cost not exceed \$1,750,000 unless agreed to by Grand Sakwa and that Maple road be constructed in 2001 by the City of Troy. As a result, several other major road projects were delayed or rescheduled so that the Coolidge and Maple Road project could be built in accordance with the consent judgment time frames. Additionally, if the cost of the Coolidge project exceeded \$3,500,000 then the city would be responsible for funding the balance, unless otherwise agreed by Grand Sakwa as stated above.

In 2000 the First and Second Addendums were approved that enumerated the rights and responsibilities of the sub-contractors who were completing the road construction project, Clark Construction and Angelo lafrate Construction Co. on behalf Grand Sakwa and the City of Troy. The First Addendum (copy attached) established the base construction amount at \$3,088,000, plus a budget amount of \$300,000 for traffic signals. Streetlights were to be a part of the project but were not yet included in the addendum.

The Second Addendum (copy attached) enumerated the rights and responsibilities of all parties relative to remediation or clean up of contaminated soils that were discovered within the Coolidge right-of-way during construction. Grand Sakwa agreed that the cost incurred for clean up shall be included in Grand Sakwa's

contribution up to the maximum amount for which Grand Sakwa was obligated to contribute to the overall project, \$1.75 million.

During construction in late 2000, the contaminated soils removal and unavoidable delays caused by extensive gas and electric relocations resulted in the project being shut down for the winter with only the southbound side of the new boulevard open. To expedite the project the following spring, the final stages of construction, particularly the intersection, were altered so that the construction would not overlap with the Big Beaver Road construction, Adams to Coolidge that was scheduled for the summer of 2001. These events set the stage for Addendum No. 3.

Addendum No. 3 (copy attached) addressed various additional costs resulting from clean up of contaminated soils, expedited staging of the Maple/Coolidge intersection construction, street lighting, median irrigation and various other extra items related to stretching the project out over two construction seasons.

RECOMMENDATION:

It is recommended that City Council authorize execution of the fourth and final addendum in the amount of \$125,329.88 to the Coolidge Road reconstruction contract. This addendum represents a final settlement of \$223,287.92 in outstanding claims requested by the contractor that were negotiated down to this final amount.

ADDENDUM No. 4 DETAILS:

The additional work agreed upon by City staff and Grand Sakwa includes four major items. The first item is water main. An additional 200 feet of 12-inch water main and 5 water gate valves were constructed at three separate locations; Maple/Coolidge intersection, and at the north and south ends of the Coolidge Road project. The water main in the Maple/Coolidge intersection provided the necessary piping for the connection with a new main constructed this spring to facilitate the Maple Road, Eton to Coolidge reconstruction project and a new 12-inch main to be constructed next year on Maple Road, east of Coolidge. An additional 50 feet of water main at the south end of the project was needed to complete replacement of the water main all the way to the south City of Troy city limit. At the north end of the project a water main stub and gate well was constructed in anticipation of an extension by a new development on the east side of Coolidge Road. This new development is in fact now occurring and the developer is currently extending the water main across the property frontage, thereby filling in a gap in the water main on the east side of Coolidge, south of Maple.

The second major item is for extending the 5-lane road replacement on Coolidge an additional fifty feet south to the south City of Troy city limit. The original contract stopped short of the City limit and left in place an old concrete pavement section that

had previously been resurfaced with asphalt due to its poor condition. This old pavement was replaced to match the new pavement and avoid costly future maintenance on this fifty-foot section of 5-lane roadway.

The third item is temporary bituminous paving for crossovers that were needed during the fall of 2000 and during carryover construction in the spring of 2001. Due to the discovery of contaminated soils that required extra time for testing, removal and disposal of the material, the project was forced to shut down for the winter with only the southbound side of the boulevard open. This was not completed in 2000 and stores that opened in late 2000 (in anticipation of the road completion) and early 2001 required temporary bituminous crossovers to maintain access to the site. This item is a true extra since it is beyond the scope of the original contract. Grand Sakwa has agreed to share in the cost of this item on a 50/50 basis.

The fourth major item is additional barricading that was needed to complete the project in the spring of 2001 after contaminated soils and utility delays forced the project to be done in two construction seasons. This resulted in the need for additional barricades and reconfiguration of the barricades during winter and spring construction. This item is a true extra since it is beyond the scope of the original contract. Grand Sakwa has also agreed to share in the cost of this item on a 50/50 basis.

The remaining items include overhead and profit on an item from addendum #3 that was inadvertently not included on the last addendum; block retaining wall at Primas Health Care and the cemetery; and adjustments for budget versus actual amounts for traffic signals, street lights, and the base contract.

CONCLUSION:

We believe that the foregoing settlement is fair and equitable and brings to a close one of the most complex road projects ever constructed in Troy.

Grand Sakwa and the City of Troy will share \$3,743,185.28 equally since Grand Sakwa has agreed to pay for half the cost of various items in the addendums and increase the equal cost sharing cap to this amount. The final cost to Grand Sakwa, therefore, is half of \$3,743,185.28 and equals \$1,871,592.64. The final City cost is \$1,871,592.64 plus \$187,677.66, which are all actual costs over the cap, for a grand total of \$2,059,270.30.

BUDGET:

Funds are available in the 2002-03 Major Road Capital budget for this project based on savings realized in the bidding and subsequent construction of several capital improvement projects.

FOURTH ADDENDUM TO CONTRACT

Owner: City of Troy
500 West Big Beaver
Troy, MI 48084

Name of Project: Coolidge Road Reconstruction Addendum No. 4

Contractor: Grand Sakwa Date: 10/7/02

Address: 3200 Northwestern Hwy., Suite 125 Contract No. 00-4

Farmington Hills, MI 48334 Project No. 00.112.3

This Addendum, When Approved, Will Constitute Agreement of the Following Items:

Description of Work	Unit	Estimated Quantities	Unit Price	Amount Increase	Amount Decrease
1. Remove and Replace Existing 5-lane Pavement, 50 ft. to South City Limit, EWO#1	lsn	1	\$41,109.54	\$41,109.54	
2. 12" Water Main Extensions and Gate Valves related to extending water main replacement to south city limit, Maple Road Water Main replacement and stub for future development on east side of Coolidge, EWO#1	lsn	1	\$24,356.80	\$24,356.80	
3. Additional Barricading related to two stage construction of Coolidge/Maple intersection , and two season construction of Coolidge Road EWO#3	lsn	1	\$28,880.50	\$28,880.50	
4. Overhead and Profit for Contaminated Soil Removal Item approved under Addendum #3	lsn	1	\$3,160.48	\$3,160.48	
5. Temporary Bituminous Paving for Crossovers during Spring 2001 Construction, EWO#5	lsn	1	\$30,310.41	\$30,310.41	
6. Retaining Wall at Primas Health Care and Cemetery property	lsn	1	\$18,486.00	\$18,486.00	
7. Adjustment for Budget amount for Street lighting at \$140,000 vs. actual cost of \$130,630.60				\$130,630.60	\$140,000

Description of Work	Unit	Estimated Quantities	Unit Price	Amount Increase	Amount Decrease
8. Adjustment for Budget amount for traffic signals \$300,000 vs. actual cost of \$288,192				\$288,192	\$300,000
9. Adjustment for Budget amount original base project amount at \$3,088,000 vs. actual cost of \$3,088,203.55				3,088,203.55	3,088,000
Total				\$3,653,329.88	\$3,528,000
Net Increase/Decrease				\$125,329.88	

	<u>Total Contract Amount</u>	<u>Consent Judgment Amount Based on As-Built Costs</u>
Original Contract w/traffic signal budget @\$300,000	\$3,388,000.00	\$3,376,395.55
Addendum No. 2 (undercutting and removal of contaminated soils)	93,538.69	93,538.69
Addendum No 3	323,994.37	(1) 183,994.37
Addendum No. 4	125,329.88	(2) 59,190.91
\$3.5M less actual cost of Original Contract w/traffic signals and actual cost of Addendum #2		30,065.76
<u>REVISED CONTRACT AMOUNT</u>	<u>\$3,930,862.94</u>	<u>\$3,743,185.28</u>

Grand Sakwa and the City of Troy will share \$3,743,185.28 equally since Grand Sakwa agrees to pay half of the cost increase resulting from addendums No. 3 & 4 under the above "Consent Judgment Amount, irrespective of the \$1.75M cap established in the Consent Judgment. The final cost to Grand Sakwa, therefore, is half of \$3,743,185.28 and equals \$1,871,592.64.

- (1) Amount of Addendum No. 3, items 1-9, are split with Grand Sakwa regardless of \$3.5M cap.
(2) Actual cost of items 3 & 5 in Addendum No. 3 are split 50/50 with Grand Sakwa regardless of \$3.5M cap.

Change in Time of Completion: None to _____

Recommended by: _____ Date: _____

Accepted by: _____ By: _____ Date: _____
Contractor

Approved by: _____ By: _____ Date: _____
City of Troy

April 11, 2002

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Lori Grigg Bluhm, City Attorney
Steven Vandette, City Engineer

SUBJECT: Coolidge Road Reconstruction Project, Maple Road to South City
Limits - Third Addendum to Contract
Grand Sakwa Consent Judgment
Project No. 00.112.3

RECOMMENDATION:

It is recommended that City Council authorize execution of the Third Addendum to Contract in the amount of \$159,284.37 for work due to delays caused by extensive gas and electric line relocations and the discovery of contaminated soils under Coolidge Road. Also, it is recommended that City Council participate in the cost of installing streetlights and irrigation in the median of Coolidge south of Maple Road in the amount of \$140,000 and \$24,710. Grand Sakwa and the City of Troy will share the grand total amount of \$323,994.37 equally since Grand Sakwa has agreed to pay for half the cost increase resulting from this change, irrespective of the \$1.75M cap established in the Consent Judgment. The new cap established by this change is \$1,871,799.56.

BACKGROUND:

Primarily, the need for the above described work was the result of contaminated soil that was discovered within the Coolidge right-of-way, not due from migration of contaminants from Grand Sakwa's property, but from abandoned adjacent property on the east side of Coolidge that once contained an underground storage tank. Additionally, unavoidable delays caused by extensive gas and electric relocations and the discovery of contaminated soils that required testing, removal and disposal resulted in the project being shut down for the winter with only the southbound side of the boulevard open. This altered the final stages of the project so as to expedite construction, particularly the intersection, so that the project would not interfere with the start of the Big Beaver Road construction, Adams to Coolidge section.

The contaminated soils issue was previously addressed in the Second Addendum and Change Order, as approved by Council, that authorized the contractor to remove and dispose of the contaminated material with all testing and removal costs shared equally by Grand Sakwa and the city, in accordance with the Consent Judgment. The total cost of this work was \$61,115.09.

Irrigation, typically installed by the city on our boulevard streets a year or two following the road construction, was constructed last summer prior to placement of sod. All irrigation costs, whether on roads receiving federal funds or on those roads constructed entirely by the city, are the responsibility of the City of Troy. For Coolidge Road, however, Grand Sakwa agreed to contribute fifty percent (50%) of the cost of installing a complete irrigation system in the Coolidge Road median so as to provide immediate maintenance capabilities during an extremely dry summer and enhance the appearance of the road median adjacent to their new development. The cost of the system is \$24,710 and the city share is \$12,355.

The estimated cost for street lighting on Coolidge from Maple Road south is \$140,000. Grand Sakwa has agreed to participate equally in the cost of this improvement. It is recommended that Council approve this as an estimated budget amount.

BUDGET

Funds are available in the 2001-02 Major Road Capital budget for this project.

THIRD ADDENDUM TO CONTRACT

Owner: City of Troy
500 West Big Beaver
Troy, MI 48084

Name of Project: Coolidge Road Reconstruction **Addendum No.** 3

Contractor: Grand Sakwa **Date:** 3/27/02

Address: 3200 Northwestern Hwy., Suite 125 **Contract No.** 00-4

Farmington Hills, MI 48334 **Project No.** _____

This Addendum, When Approved, Will Constitute Agreement of the Following Items:

Description of Work	Unit	Estimated Quantities	Unit Price	Amount Increase	Amount Decrease
1. Two stage construction of Maple/Coolidge intersection over two weekends including detour signing, premium time, NB lane tie-in and center island cutback north of Maple, EWO#4	lsm	1	\$81,442.27	\$81,442.27	
2. Left turn lane and taper construction on Coolidge during closure of south half of intersection, EWO#7	lsm	1	\$7,550.40	\$7,550.40	
3. Additional pavement markings related to two stage construction of Coolidge/Maple intersection, EWO#11	lsm	1	\$23,198.58	\$23,198.58	
4. Signing for intersection in two stages	lsm	1	\$14,167.00	\$14,167.00	
5. Detour Plan by Parsons Group	lsm	1	\$5,451.37	\$5,451.37	
6. Cancelled cutover due to cold temps.	lsm	1	\$886.00	\$886.00	
7. Weekend work to complete signals	lsm	1	\$4,258.75	\$4,258.75	
8. Temp. staging of signals at intersection	lsm	1	\$22,330.00	\$22,330.00	
9. Irrigation for median	lsm	1	\$24,710.00	\$24,710.00	
10. Street lighting, budget amount	lsm	1	\$140,000.00	\$140,000.00	

Description of Work	Unit	Estimated Quantities	Unit Price	Amount Increase	Amount Decrease
Total				\$323,994.37	
Net Increase/Decrease				\$323,994.37	

	<u>Total Contract Amount</u>	<u>Consent Judgment Amount</u>
Addendum to Contract w/traffic signal budget @\$300,000	\$3,388,000.00	\$3,388,000.00
Addendum No. 2	93,538.69*	31,604.76
Addendum No 3	323,994.37	323,994.37
Addendum No. 4		
Addendum No. 5		
REVISED CONTRACT AMOUNT	\$3,805,533.06	\$3,743,599.13

Grand Sakwa and the City of Troy will share the grand total amount of Addendum No. 3, \$323,994.37, equally. Grand Sakwa agrees to pay half of the cost increase resulting from this addendum No. 3 and addendum No. 2, irrespective of the \$1.75M cap established in the Consent Judgment. The new cap established by this change is \$1,871,799.56, which is 50% of the Consent Judgment Amount shown above.

* Includes contaminated soil removal and testing at 100% city cost per Addendum No. 2

Change in Time of Completion: None to _____

Recommended by: _____ Date: _____

Accepted by: _____ By: _____ Date: _____
Contractor

Approved by: _____ By: _____ Date: _____
City of Troy

ADDENDUM TO CONTRACT AND CHANGE ORDER

This Addendum to Change Order and Contract Documents made this _____ day of December, 2000, by and between Clark Construction Company (hereinafter referred to as "Clark"), Angelo Iafrate Construction Company (hereinafter referred to as "Iafrate"), Grand Sakwa Properties, L.L.C. (hereinafter referred to as "Grand"), and the City of Troy (hereinafter referred to as "Troy").

WHEREAS, Grand has entered into certain Contract Documents, attached as Exhibit "A", with Clark, to undertake the work associated with the reconstruction and realignment of Coolidge Highway, pursuant to a First Amended and Restated Consent Judgment with the City of Troy, dated June 2, 2000, recorded in Liber 21665, Page 516, Oakland County Records attached; and

WHEREAS, Clark has entered into the attached Contract Documents with Iafrate to undertake the work pursuant to Purchase Order No. 2271-01, with general conditions which modifies letter of July 20, 2000 from Iafrate to Clark with unit prices; letter dated August 3, 2000 from Clark to Iafrate, being a Letter of Intent to Proceed; Change Order dated August 8, 2000 signed by Grand for the work required under the Judgment for the lump sum of \$3,088,000.00; and

WHEREAS, the attached Contract Documents set forth the terms and conditions for the construction of such improvements and all work which is based upon the Plan and specifications prepared by Zeimet-Wozniak & Associates, Inc., dated August 15, 2000; and

WHEREAS, it is acknowledged that the realignment and construction on Coolidge Highway is for a public purpose, and the City has a public interest in the construction of such Project, and pursuant to the Amended and Restated Consent Judgment, has a financial obligation for the installation of improvements, all as set forth within the Amended and Restated Consent Judgment; and

WHEREAS, the City of Troy shall be inspecting the work and progress in the normal course of construction;

NOW, THEREFORE,


IT IS HEREBY AGREED, by and between the parties, that in consideration of the foregoing and for other good and other valuable consideration, as follows:

1. The parties acknowledge that the Contract Documents form a third party beneficiary contract which is enforceable by the City of Troy.
2. It is agreed that any further Change Orders the effect of which is to reduce the scope of work, or any increase in the Lump Sum Price, shall be subject to the written approval of both the City and Grand.

3. Any requested Change Order which requires an increase or decrease in Lump Sum Price shall necessitate and require that detailed plans be presented to the City and Grand, together with the Unit Price for each item set forth in the Change Order and indicating why such Change Order is necessitated.
4. There shall be a ten (10%) percent retainage upon all funds due Clark (except the initial mobilization) until the final payment under Change Order No. 00-2271-R, at which time the balance of the Lump Sum agreed upon amount shall be paid upon compliance with the General Conditions, including approval of all sworn statements and waivers.
5. Progress payments for maintaining traffic, job overhead and profit, gas company delays and conflicts, dust control, layout and engineering, flagging and striping, will be paid proportional to the quantity of itemized work completed. All progress payments and requests for payments shall be accompanied by sworn statements and waivers of lien, and shall be based on unit price, as determined by the City by inspections and evaluating work in progress on a unit price basis. It is understood, however, that this is a Lump Sum Contract and that the final payment shall include the balance of such lump sum amounts.
6. The City shall pay all the charges under the Contract Documents and approved Change Orders, in accordance with the terms and conditions of the Amended and Restated Consent Judgment. The City shall make all of its payments to Grand and Clark. Grand shall then endorse such checks and cause delivery to Clark. Grand shall reimburse the City for Grand's share of the charges and costs upon establishment and funding by the City of the Special Assessment District and upon receipt of the yearly assessment billing by Grand for the amortization period and up to the amount as provided within the first Amended and Restated Judgment.
7. It is agreed that in all other respects, the Contract Documents, including the Purchase Order and Change Order remain in full force and effect, including all the documents attached hereto as Exhibits, except as modified herein.
8. In the event of a conflict or ambiguity between this Addendum and the documents and exhibits constituting the Contract Documents, this Addendum shall control.
9. A budget amount of \$300,000 is established for traffic signal installations based on estimates provided by Mansell Associates.
10. The Coolidge Road and Maple Road intersection improvements will be commenced during the paving season of 2001, or sooner, if feasible.

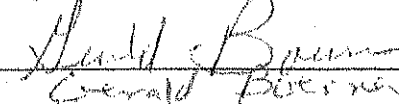
11. In the event there is a conflict with the dates of commencement of construction and the First Amended and Restated Consent Judgment, this Agreement shall control.

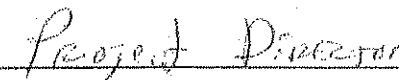
IN THE PRESENCE OF:



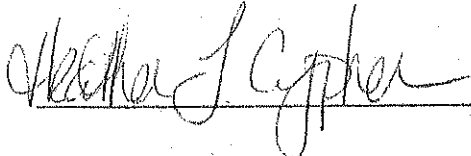
MIKE FITZGERALD

CLARK CONSTRUCTION COMPANY,
A Michigan Corporation

By: 

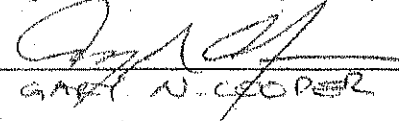
Its: 


IN THE PRESENCE OF

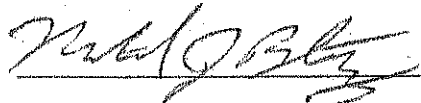


HEATHER L. CYPHER

GRAND SAKWA PROPERTIES, L.L.C.,
A Michigan Limited Liability Company

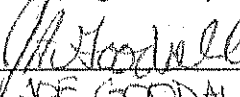
By: 

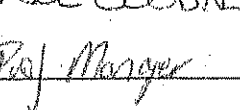
Its: 



MICHAEL J. BLITZ

ANGELO IAFRATE CONSTRUCTION
CO., A Michigan Corporation

By: 

Its: 

CITY OF TROY,
A Municipal Corporation

By: _____

Its: _____

SECOND ADDENDUM TO CONTRACT AND CHANGE ORDER

This Addendum to Change Order and Contract Documents made this _____ day of December, 2000, by and between Clark Construction Company (hereinafter referred to as "Clark"), Angelo lafrate Construction Company (hereinafter referred to as "lafrate"), Grand Sakwa Properties, L.L.C., including Grand/Sakwa New Holland L.L.C., and Grand/Sakwa Residential New Holland, L.L.C., (hereinafter referred to as "Grand"), and the City of Troy (hereinafter referred to as "Troy").

WHEREAS, Grand has entered into certain Contract Documents, with Clark, to undertake the work associated with the reconstruction and realignment of Coolidge Highway, pursuant to a First Amended and Restated Consent Judgment with the City of Troy, dated June 2, 2000, recorded in Liber 21665, Page 516, Oakland County Records attached; and

WHEREAS, Clark has entered into Contract Documents with lafrate to undertake the work pursuant to Purchase Order No. 2271-01, with general conditions which modifies letter of July 20, 2000 from lafrate to Clark with unit prices; letter dated August 3, 2000 from Clark to lafrate, being a Letter of Intent to Proceed; Change Order dated August 8, 2000 signed by Grand for the work required under the Judgment; and

WHEREAS, the Contract Documents set forth the terms and conditions for the construction of such improvements and all work which is based upon the Plan and specifications prepared by Zeimet-Wozniak & Associates, Inc., dated August 15, 2000; and

WHEREAS, Clark, lafrate, Grand and the City did enter into an Addendum to Contract and Change Order dated effective December ____, 2000; and

WHEREAS, the manner of payment and limitation of the amount of Grand's contribution toward the reconstruction and realignment of Coolidge Highway is set forth within the First Amended and Restated Consent Judgment and the Addendum to Contract and Change Order; and

WHEREAS, in the course of excavation it has been discovered that there is contaminated soil within the Coolidge right of way which is not due to or migrating from the Grand property and is migrating from the east to the west; for which Grand is not responsible:

NOW, THEREFORE,

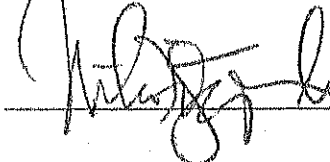
IT IS HEREBY UNDERSTOOD AND AGREED, by and between the parties, as follows:

1. That Grand (including Grand/Sakwa New Holland L.L.C. and Grand/Sakwa Residential New Holland L.L.C.), has no responsibility for the correction, re-

mediation or clean up of such contamination within the Coolidge right of way which shall be the sole obligation and responsibility of the City. The City shall not be precluded from pursuing any rights it may have against any other third-party responsible for such contamination.

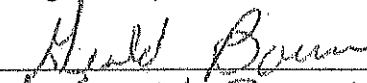
2. Clark and lafrate will undertake to sub-contract work to excavate, remove and dispose of such material by use of licensed contractors and haulers and to remove such materials to appropriate disposal facilities at the direction of Conestoga-Rovers & Associates ("CRA") and upon execution of a written Change Order that provides for the City to pay for the testing, labor and material, disposal and removal of the contaminated materials, including the charges of Clark, lafrate, CRA and legal fees and costs incurred by Grand.
3. Grand agrees that for purposes of determining the cost for the reconstruction and realignment of Coolidge Highway and the contribution of Grand to such costs (up to the maximum amount for which Grand is obligated to contribute which is capped within the First Amended and Restated Judgment) that the costs incurred by the City as set forth in Paragraph 2 above, for remediation and cleanup including excavation, disposal, testing, labor and material, etc., shall be included within such costs.
4. It is agreed that in all other respects, the Contract Documents, including the Purchase Order and Change Order remain in full force and effect, including all the documents attached hereto as Exhibits, except as modified in the Addendum and this Second Addendum.

IN THE PRESENCE OF:

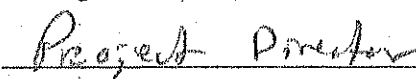


MIKE FITZGERALD

CLARK CONSTRUCTION COMPANY,
A Michigan Corporation

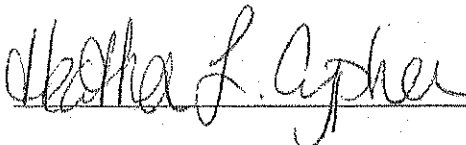
By: 

Gerald Boerner

Its: 

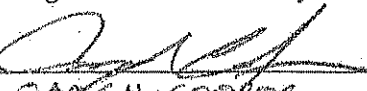
Project Director

IN THE PRESENCE OF



HEATHER L. CYPHER

GRAND SAKWA PROPERTIES, L.L.C.,
A Michigan Limited Liability Company

By: 

GAREN COOPER

Its: 

Dev. Manager

IN THE PRESENCE OF:

Michael J. Blitz

MICHAEL J. BLITZ

IN THE PRESENCE OF:

ANGELO IAFRATE CONSTRUCTION
CO., A Michigan Corporation

By: *Joe Goodall*
JOE GOODALL

Its: *Prop. Manager*

CITY OF TROY,
A Municipal Corporation

By: _____

Its: _____

TELEPHONE (248) 642-0333
BIRMINGHAM, MICHIGAN 48009
380 N. OLD WOODWARD AVENUE, SUITE 300
WILLIAMS, WILLIAMS, RUBY & PLUNKETT, P.C.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

GRAND/SAKWA PROPERTIES, INC., A
Michigan corporation,

Plaintiff,

v

CITY OF TROY, a Michigan municipal
corporation,

Defendant.

99-012144-CH



OAKLAND COUNTY JUDGE WENDY L. POTTS
GRANDSAKWA PR V TROY CITY

Robert A. Jacobs (P15402)
Richard D. Rattner (P19249)
John W. Griffen, Jr. (P14375)
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380 North Old Woodward Ave., Ste. 300
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Attorney for Defendant
500 W. Big Beaver Road
Troy, MI 48084
PH: (248) 524-3320

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**FIRST AMENDED AND
RESTATED CONSENT JUDGMENT**

At a session of said Court, held in the County
Courthouse, City of Pontiac, County of
Oakland, State of Michigan on: JUN 02 2000

PRESENT: HON. Wendy L. Potts
Circuit Court Judge

The facts on which this First Amended and Restated Consent Judgment
("Amended Judgment") is based are as follows:

A. On May 4, 1999, this Court entered a Consent Judgment (the "Original Judgment") affecting real property described in attached Exhibit A which consists of approximately 77± acres of land (the "Property").

B. The parties desire to amend and restate the Original Judgment in the manner provided herein, to reflect changes in conditions which have occurred since the entry of the Original Judgment and in order to permit Plaintiff to develop the Property in accordance with the terms of this Amended Judgment.

RECITALS AND PREAMBLE

Grand/Sakwa Properties, Inc., a Michigan corporation, hereinafter referred to as "Plaintiff", for purposes hereof is the owner and/or controls certain property located in the City of Troy (the "City"). The property which is the subject of this lawsuit consists of approximately 77 ± acres of land located on the southwest quadrant of the intersection of Maple Road and Coolidge Highway in the City of Troy, Oakland County, Michigan, as is more fully described in Exhibit "A" attached. The Property is currently zoned M-1 light industrial under the City zoning ordinance to reflect the prior light manufacturing use of the Property by Ford Motor Tractor at a time when the City was largely undeveloped. Ford Motor has ceased operations at the subject Property, as has its successor, New Holland North America, Inc. The Property has been vacated, and the antiquated industrial and office buildings on the Property have been and/or are in the process of being demolished and razed.

Plaintiff is engaged in the business of real estate development and has entered into an agreement for the purchase of the Property with the intended purpose of

developing the entire Property for a mixed use consisting of residential, commercial, and with the City having the ability of developing a transportation center development. There is a demonstrated need for a mixed use of residential, commercial, and transportation development on the Property. Additionally, no parcel in the City of Troy is designated for such mixed land use development.

The within action was commenced by Plaintiff for Declaratory Relief, Permanent Injunction, Mandamus, Superintending Control, Rezoning and Other Relief. The parties have taken part in extensive settlement discussions which have resulted in the terms and conditions as set forth within this Consent Judgment. The settlement discussions have resulted in an agreement which recognizes the changes in the surrounding area over time and the development which has taken place in the surrounding area, and which dictates a change in the uses for the Property.

The parties have agreed that the proposed mixed commercial/residential uses and a transportation center use are compatible with surrounding developments in the City of Troy and the adjacent Cities of Birmingham and Royal Oak.

The parties are in agreement that neither the Zoning Map nor the Master Plan for the City contain any area which is designated for a mixed use development or planned mixed use development or any other type of similar zoning, which would allow mixed uses as agreed to herein to exist on a single large parcel of property.

Further, the parties are of the opinion that the Property is unique. It is located adjacent to the major intersection of Maple Road and Coolidge Highway on the north and east, and borders industrial, residential and commercial areas of Birmingham, Royal Oak and Troy to the south and west. The location of the Property, as well as its

size, shape and access, makes it an ideal parcel for a mixed-use development. Such a development can compliment existing surrounding uses and zoning, and can be designed in such a way as to minimize impact on related public facilities and services.

The City subsequent to the entry of the Consent Judgment in this matter has adopted a Mixed Use Ordinance for which no such Ordinance previously existed. The City's newly adopted Mixed Use Ordinance shall not apply to this property.

The parties agree that the M-1 zoning of the Property is constitutional and reasonable. However, the Plaintiff's proposed mixed-use development as set forth herein is a reasonable and a more appropriate use for the Property. Such developments are commonly provided for by means of some sort of planned mixed-use development zoning ordinance or planned unit development ordinance.

The parties agree that the proposed mixed use development is an accepted zoning approach when dealing with a self-contained development or a larger parcel, in which development is compatible with surrounding areas, and has an integrated street and pedestrian walkway system which are designed to accommodate, regulate and blend the uses contemplated. The parties agree that the proposed mixed use development, as set forth herein will not be a detriment to the health, safety and welfare of any property owner, resident and/or citizen of the City or a neighboring city. The parties have agreed on the size and scope of the project, and the parties believe the project will be a benefit to the health, safety and welfare of the community provided that there is sufficient parking and traffic impact will be handled adequately as provided herein. The project as set forth herein will provide the City with certain controls, restrictions and benefits, which are beyond those contained within its current

Ordinances. This project is designed to enable the Plaintiff to obtain necessary approvals for such development in an orderly and expeditious manner.

NOW, THEREFORE, it is hereby ordered and adjudged as follows:

1. This Amended Judgment shall replace the Original Judgment and shall constitute the Judgment of the Court in this case. The Original Judgment shall be of no further force or effect.

2. The parties having stipulated and consented to, and this Court hereby orders, that:

Subject to the terms of this Consent Judgment, the Plaintiff shall be permitted to develop a mixed used development consisting of a residential component of 300 condominiums ("Residential Component") and a combined commercial, restaurant, and entertainment component of 600,000 square feet of gross leasable area including any outside sales area ("Commercial Component") both of which components are depicted in the Initial Conceptual Plan Job No. 98-017 prepared by Hobbs & Black Associates, Inc., dated April 8, 1999 attached hereto as Exhibit B. Plaintiff may, in its sole discretion, and without further consent from, or action of Defendant City, develop less, but not more than 300 residential condominiums and less, but not more than 600,000 square feet of gross leasable area of commercial, restaurant and entertainment in any combination. Further, Plaintiff may develop in conjunction with the City a Transportation Center component as set forth herein and as is depicted in Exhibit B attached.

3. The "Conceptual Plan" also depicts retention/detention and open space areas as well as parking areas and proposed structures all of which are subject to change and modification as may be agreed to by the Plaintiff and City Council, provided that there is no increase over 300 in the number of residential condominiums within the Residential Component unless as otherwise provided herein, or increase over 600,000 square feet in the total gross leasable area of the Commercial Component, unless agreed to in writing by both parties to this litigation or their successors. Gross leasable

area for purposes herein shall mean actual useable space, excluding utility and mechanical rooms, hallways, lavatories, elevator shafts and penthouses.

4. All of the uses Plaintiff has proposed for the mixed use development on the Property are lawful in the City of Troy, and have been recognized as proper uses within the City ordinances, to wit: residential condominiums; community business zoning which accommodates general commercial retail, including restaurant(s), theater(s) and other entertainment, and a Transportation Center.

5. The Conceptual Plan provides for the proper regulation of such mixed use development including such issues as traffic facility improvements, parking, landscaping, egress and ingress, retention, detention of storm water, etc., so that they benefit the health, safety and welfare of the community, and allow for reasonable coordinated development of this large parcel into one cohesive project.

6. It is contemplated between the parties that the Conceptual Plan shall be a living plan in which the amount of residential, commercial, restaurant and entertainment uses may vary as the plan evolves, however, in no event shall there be more than 300 residential units or 600,000 square feet of gross leasable area of combined commercial, restaurant, entertainment, uses as set forth herein, unless agreed to by the parties in writing or unless otherwise provided herein.. Any reduction in the 300 residential units and/or 600,000 square feet of commercial development shall be at Plaintiff's sole discretion without need for any further consent from, or action of Defendant.

7. Plaintiff will provide storm drainage and detention in conformance with the City ordinances and/or, if applicable, the so-called 12 Town Consent Judgment which

provides for storm drainage with the understanding that the City ordinances are not more restrictive than the 12 Town Consent Judgment.

8. Parking will be provided based upon the following formula:

- a. For residential: 2 spaces per unit, of which 1.0 spaces will be covered garage and the other 1.0 space per unit shall be in surface (including the driveway behind the garage) or covered garage, parking areas at the sole discretion of Plaintiff.
- b. For retail and commercial: 5.0 per 1,000 square feet of gross leasable area as previously defined.
- c. For restaurants: 0.6 x number of seats.
- d. For theater: 1 per 3 seats.

9. Plaintiff shall participate in a special assessment and agrees to the terms of the special assessment at an interest rate not to exceed 75 basis points over the cost of money to the City of at least ten (10) but not more than twenty (20) years as established by the City ("Special Assessment") for all of the following road improvements set forth in 9A, B and C, the conceptual drawing which is attached as Exhibit C ("Road Project");

A. Maple Road Improvements from Coolidge Highway to City Boundary (Design, Construction, and Construction Engineering by the City and to be constructed in 2001).

1. Remove and replace the two south lanes.
2. Provide a new fifth lane.
3. Provide right turn lane on south side of Maple Road for eastbound Maple Road to southbound Coolidge Highway.

4. Extend existing right turn lane for westbound Maple Road to northbound Coolidge Highway.
5. Provide a traffic signal at the Property drive on Maple Road, the cost of which is included in Plaintiff's share of the costs as set forth below. Maintenance of the traffic signal shall be paid for by Plaintiff.
6. Replace existing water main.
7. The City shall use its best efforts to maintain reasonable access to the Property during construction of the road improvements.

B. Coolidge Highway/Maple Road Intersection (Design, Construction,

and Construction Engineering by Plaintiff and to be Constructed in 2000).

1. Construction of a new boulevard on Coolidge Highway running 600 feet south of Maple Road (southbound to eastbound direct left turns shall be prohibited).
2. Provide two southbound lanes to the northbound crossover.
3. Provide a traffic signal at the crossover for northbound Coolidge Highway.

C. Coolidge Highway beyond 600 feet from Maple Road to City

Boundary (Design, Construction, and Construction Engineering by Plaintiff and to be Constructed in 2000).

1. Extend boulevard to Industrial Row.
2. Provide necessary crossovers and traffic signal additions and alterations as agreed upon by the parties hereto.

The Special Assessment for the Road Project shall be based upon an equally shared cost by the City and Plaintiff. Plaintiff's cost shall not exceed \$1,750,000 unless agreed to by the Plaintiff. The City anticipates receiving a grant for the Maple Road Improvements. If the total cost of the Road Project minus the grant, if any, received by

the City is less than \$3,500,000 then Plaintiff's Special Assessment and Plaintiff's share of the cost shall be reduced by 50% of the difference between \$3,500,000 and the actual cost of the Road Project after application of the grant. If the total cost of the Road Project minus the grant, if any, received by the City exceeds \$3,500,000 then Plaintiff's Special Assessment shall be \$1,750,000. The City shall be responsible for securing the funding of the balance if the cost of the road project exceeds \$3,500,000 plus the grant.

10. Plaintiff shall install an internal integrated road network and pedestrian network similar to that depicted in the Conceptual Plan B attached or such other variations as approved by the City with such changes as may be adapted and agreed upon in the final site plan, and in accordance with the City's Development Standards.

11. In addition to the minimum ten (10) foot greenbelt required as set forth in the Landscape Plan attached as Exhibit N, a minimum of 15% of the area of the Commercial Component, and 450 square feet per dwelling unit in the Residential Component shall be developed as landscaped open space in locations as set forth in Exhibit E attached. Those areas conveyed to the City as set forth in paragraphs 12 and 19 shall be counted toward the landscape requirements of Plaintiff, even if road improvements or other public projects cause the permanent removal of the landscaping. Those detention pond areas depicted in the Conceptual Plan which are aerated and hold water permanently may also be counted toward the landscape requirement provided Plaintiff landscapes and maintains those areas as open unfenced ponds.

12. The parties recognize that at some future date, the City may desire to construct a transit facility at its sole cost and expense and its associated parking on the

Property as depicted on the Conceptual Plan ("Transportation Center"). The area proposed for the Transportation Center may be used as a parking area to service the Commercial Component until and unless the Transportation Center is developed by the City. If the Transportation Center is not funded by the City within ten (10) years from entry of this Amended Judgment, or the City elects not to purchase the area as provided for in paragraph 14, then all right, title and interest of the City in the property designated at the Transportation Center, shall revert to the Plaintiff pursuant to paragraph 12 for its own use as provided in an approved site plan.

13. In recognition of the development benefits to the Property, Plaintiff voluntarily dedicates and conveys their interest for One Dollar (\$1.00) to the City (by warranty deed to be executed and delivered with Plaintiff's application for the first building permit for either the Residential or Commercial component or within 10 days of Plaintiff's closing on the Property whichever is later) fee simple, lien free title to the land described in Exhibit F to be used by the City for the Transportation Center and if not used for such purpose, with the deed reservation that it revert to Plaintiff after 10 years as set forth in Paragraph 12 at Plaintiff's option. The Warranty Deed to be delivered to the City shall be placed in escrow with Metropolitan Title Company upon entry of this Judgment to be released and delivered to the City upon the foregoing events. It is contemplated by the parties that the land conveyed shall be sufficient to accommodate a 24,000 square foot building and 120 surface parking spaces which percentage shall be excluded from the acreage calculation in determining Plaintiff's landscaping requirement as set forth in paragraph 11. Plaintiff reserves to itself, and for its servants, agents and contractors, the right to enter upon the Transportation Center property for

purpose of construction, inspection, repair and replacement of any improvements or plantings that are the responsibility of Plaintiff including landscaping and the paving of any parking area.

14. If Plaintiff undertakes development pursuant to the Concept Plan attached, which includes a theater complex, then in order to accommodate the future Transportation Center to be constructed by the City, and avoid future disruption to development of the Property, the parties agree to the construction of a public parking deck sufficient to park 840 motor vehicles contemporaneously with construction of a theater Component and with first floor height elevation sufficient to accommodate buses and larger transportation vehicles. Plaintiff has agreed to participate in at least a 20 year but not more than 30 year special assessment to finance construction of the parking deck through issuance of special assessment district bonds for the actual cost of such deck. Plaintiff shall be responsible for maintenance and operation of the parking deck, until five years after the initial construction and operation of the parking deck. The City, however, shall provide the revenue sufficient to operate, insure and maintain the deck and to retire seventy-five (75%) of the face amount of the bonds at a rate not to exceed 75 basis points over the City's cost of money, over the period required to retire such bonds and, if necessary, shall pledge its full faith and credit. Plaintiff shall have the option to transfer ownership of the deck to the City at any time after 5 years of operation, provided Plaintiff continues to pay its share of the special assessment until retirement of the special assessment district bonds. The City shall operate, insure and maintain the parking deck after the Plaintiff has transferred ownership of the deck or after the events set forth in Paragraph 15. It is contemplated that if Plaintiff elects in its

sole judgment not to develop a theater complex that it shall not participate in the cost, operation or maintenance of the parking deck and a parking deck shall be located at an alternative location to be agreed to between the parties and as finally determined on the Final Site Plan (which approval shall not be unreasonably withheld, denied or delayed) and if constructed by the City shall be operated and maintained by the City. If the City does not fund the Transportation Center within the time set forth in Paragraph 10, then the City shall have the right to purchase the area designated for the parking deck from the Plaintiff for its own purposes for a period of two years at a price to be set by an independent fee appraiser agreed to by the parties. If the area is not used as a Transportation Center or acquired by the City within the applicable time frames, the Plaintiff shall use the area as indicated on an approved site plan.

15. At such time that the City proceeds with construction of the Transportation Center, the City may at its option add additional floors to the parking deck, which shall be at the sole expense of the City. Any addition to the parking deck shall be constructed in a manner that minimizes impact on the Commercial Component and their patrons, and of the Residential Component, and their respective use of the then existing parking areas. Any addition to the parking deck must be compatible with the architectural design of Plaintiff's development including the existing parking deck, and must be approved in writing by Plaintiff, which approval shall not be unreasonably withheld. The City shall give Plaintiff 180 days prior written notice in the event it elects to construct an addition to the parking deck. The insurance, maintenance, and operating requirements set forth in paragraph 14 shall apply to the addition and the City shall assume all such obligations as therein set forth.

16. Plaintiff may use the parking deck for parking by patrons of its development without charge until such time the City completes construction of the Transportation Center. At that time, the ground level parking area of the parking deck shall be designated and reserved for use of the Commercial Component and for the use of the Transportation Center with reserved parking for each as set forth in Exhibit G. Any parking loss by Plaintiff due to construction and operation of the Transportation Center is agreed to be replaced and satisfied by shared parking with the adjacent Commercial Component, and deck parking without any additional parking requirement to be placed upon Plaintiff.

17. The parties agree that the Conceptual Plan attached as Exhibit B represents a conceptual site plan which is acceptable as to the general layout, types of uses, and intended uses which may either be combined into larger singular uses (with any specific category of use deleted), at Plaintiff's sole discretion and is a Living Plan. The parties further agree that the Conceptual Plan being a Living Plan allows in the aggregate a total development of 300 residential units and 600,000 gross leasable square feet of floor area of combined commercial/retail/restaurant/entertainment in any combination and allows for and contemplates the deletion of any particular use within such combination is hereby accepted and agreed to by this Consent Judgment as is a separate Transportation Center which is not part of the gross leasable square footage of the floor area of the Commercial Component. The parties recognize and agree that if the theater/entertainment use is not implemented and that the parking deck location will then shift as agreed to between the parties.

18. In recognition of the development benefits to the Property, Plaintiff voluntarily dedicates and conveys their interest for \$1 to the City (by warranty deed to be executed and delivered within (i) 30 days of approval of a final site plan, or (ii) prior to issuance of a first building permit whichever is earlier; or (iii) within 10 days of Plaintiff's closing on the Property whichever event is later to occur of (i), (ii) or (iii)) fee simple, lien free title to the following rights of way:

(Coolidge and Maple as further described in Exhibit "H" attached).

19. In addition, Plaintiff voluntarily grants a clear vision easement for \$1 to the City (to be executed and delivered within (i) 30 days of a final site plan, or (ii) prior to issuance of a first building permit whichever is earlier; or (iii) within 10 days of Plaintiff's closing on the Property whichever event is later to occur of (i), (ii) or (iii)) for a 30 x 30 foot triangular parcel at the northeast corner of the Property, as described in Exhibit I attached, and made a part hereof. The easement area shall be maintained by Plaintiff. It is contemplated that the easement would be placed within the area that includes the retention/detention water feature with aerators and landscaping. Plaintiff, for itself and its servants, agents, and contractors reserves the right to enter upon the easement area for purposes of construction, inspection, maintenance, repair and replacement of any improvements, or plantings that are the responsibility of Plaintiff.

20. Plaintiff voluntarily waives its right, if any, to appraisals of and compensation for the dedications, conveyances, and easements described in paragraphs 18 and 19.

21. The City shall use the land conveyed and the easement described in paragraphs 18 and 19 ("Dedicated Parcels") for road and other public purposes only.

Plaintiff shall maintain or repair the Dedicated Parcels (excluding the Transportation

Center and public parking deck) as provided by the City's current ordinances in effect at time of entry of this Amended Judgment which include maintenance of an 8 foot public sidewalk along Coolidge Highway and Maple Road and the landscaped area between the public road pavement and the property line, and shall retain an easement for such purposes. The median on Coolidge Highway shall be maintained by the City. The Plaintiff, for itself and its servants, agents, employees and contractors reserves the right to enter upon the dedicated parcels for purposes of construction, inspection, maintenance, repair and replacement as provided herein, of any improvements or plantings that are the responsibility of Plaintiff.

22. In recognition of the City's need for temporary use of a portion of the Property during future road construction, Plaintiff voluntarily grants a temporary construction easement for \$1 to the City (to be executed and delivered within ten (10) days after Plaintiff's closing on the Property) over the Property during the period of construction to improve Coolidge Highway and/or Maple Road, being limited to the following areas: 30 feet south of and along the new Maple Road right-of-way and 30 feet west of and along the new Coolidge Highway right-of-way as described in Exhibit J attached, and made a part hereof. The City shall notify plaintiff in writing at least 30 days prior to the anticipated construction. Thereafter, construction within the easement shall be done in a manner so as not to cause an unreasonable amount of disruption to tenants in the development or to the construction and development by Plaintiff. The City shall indemnify and save harmless the Plaintiff from claims or actions for injury to persons or property due to any of the activities of the City within the areas described

within this Paragraph and shall not allow any liens of encumbrances to attach to Plaintiff's property due to its actions.

23. Plaintiff voluntarily waives its right, if any, to appraisals of and compensation for the temporary construction easements described in paragraph 22.

24. The following additional regulations shall apply to the Property:

- a. Wetlands. To the best of Plaintiff's and the City's knowledge, there are no wetlands located upon the Property that are regulated.
- b. Setback Requirements. In order to facilitate the creation of more extensive berms and landscaping within the development, all front setback requirements for the Residential Component may be adjusted to allow the placement of homes on the Property substantially as depicted in Exhibit D attached.
- c. Detention Areas. In order to enhance the aesthetic appearance of the detention areas of the Property, Plaintiff shall install an aerator in the detention pond and other landscaping within the detention areas to be shown on the final Landscaping Plan. Plaintiff shall not install any landscaping that will impede the flow of drainage and the proper functioning of the detention pond(s).
- d. Storm Sewers. The design of the storm sewers and storm water detention facilities within the proposed development shall comply with existing City of Troy and Oakland County Drain Commission standards as of the date of this Consent Judgment. The City engineering standards shall apply to the construction and inspection of the storm sewers within the development.
- e. Residential Component Standards. The Residential Component shall be designed to meet the requirements of the Conceptual Plan and this Amended Judgment.
- f. Approvals; Procedure; Timing. Plaintiff intends to commence the mixed-use development in March, 2000. This Amended Judgment therefore constitutes approval of Plaintiff's Conceptual Site Plan for both the Commercial Component of retail, restaurant, and entertainment uses and/or any combinations thereof, as well as the City's approval of the Residential Component and of the Transportation Center. A delay in either Plaintiff's submittal of plans or the commencement of construction shall not cause or result in a

change in any of the terms hereof, and the agreement hereunder, and the rights and obligations of each party hereto shall remain the same, and not be deemed to have expired for a period of three years. Any subsequent or modified site plan by Plaintiff which is substantially in conformity with Exhibit B and/or does not exceed the gross feasible square footage in the Commercial Component and does not exceed the number of residential units in the Residential Component, as permitted herein, shall be submitted for approval to the City Council which approval shall not be unreasonably withheld, delayed or denied.

- g. Approval of this Amended Judgment shall constitute Conceptual Site Plan approval for the development of the Property as reflected in the Conceptual Site Plan. All road and utility improvements for the Property and the storm drainage plans for the Property shall be subject to normal review and approval by the City's Engineering Department utilizing existing ordinance standards as of the date of entry of this Amended Judgment. All landscape plans shall be subject to normal review and approval by the City's Parks and Recreation Department utilizing existing ordinance standards as of the date of entry of this Judgment. The City and Plaintiff will attempt, in good faith, to expedite such review process.
- h. Plaintiff shall adhere to the general plan reflected in the Conceptual Site Plan regarding the total land areas, rights-of-way, driveways, walls, landscaping, sidewalks, and road improvements and shall comply with all conditions of development as set forth in this Amended Judgment. However, it is recognized that there will be modifications to the plans that are dependent on tenant needs, building sizes and shapes, uses, lot sizes and shapes and the like. Therefore, minor modifications to the Conceptual Site Plan, not inconsistent with the spirit of this Amended Judgment, may be made without the necessity of amending this Amended Judgment so long as Plaintiff and the City consent in writing to such modifications. Neither Plaintiff nor the City will unreasonably withhold approval of those modifications, the parties recognizing that this is a Living Plan.
- i. In developing the Property, Plaintiff shall adhere to all codes, ordinances, and design standards of the City not in conflict with this Amended Judgment or the Final Site Plan existing on the date of this Amended Judgment. However, dimensional variances only may be requested by Plaintiff to vary the strict dimensional requirements of, City ordinances and design standards pursuant to the terms of the City zoning ordinance which may be granted or

denied as provided by law. However, the City Council shall replace the Zoning Board of Appeals as the decision-making body on variance requests. The City's newly adopted Mixed Use Ordinance for which no such Ordinance previously existed at time of the Consent Judgment shall not apply to this property.

- j. Road and traffic improvements shall be constructed as set forth under paragraph 9 of this Amended Judgment.
- k. Building heights shall be limited as follows:

Retail buildings shall not exceed 45 feet in height at the peak of any architectural detail including penthouse equipment except the arch tower which may be 55 feet in height; any cinema building shall not exceed 50 feet in height at the peak of any architectural detail including penthouse equipment; and any residential building shall not exceed 37-1/2 feet as computed in accordance with the attached Cross Section, Exhibit O. These height limitations shall further be subject to the height controls related to Oakland Troy Airport, as contained in City, State, and Federal regulations.

- l. All rooftop equipment shall be screened from view on all elevations. The buildings elevations constructed on the Property shall be generally as shown on the approved "elevation plans" which are set forth in Exhibits K and L ("Elevations"). The building construction shall be of materials and approximately the same color as depicted in the Elevations but may be altered or modified as agreed to between the parties. The consent of the Plaintiff or the City shall not be unreasonably withheld. Building material and construction requirements are attached as Exhibit M. The exterior treatment of the buildings shall be as set forth on Exhibits K, L and M, which are conceptual in nature and represents alternative styles of architecture the Plaintiff may consider to build and may be modified by the parties. The consent of the Plaintiff and the City shall not be unreasonably withheld, delayed or denied.
- m. Storm water retention for the Residential Component shall be constructed contemporaneously with construction of improvements on the Commercial Component. The City Engineer shall estimate the amount of a Letter of Credit in an amount sufficient, as reasonably determined by the City Engineer (not to exceed One Million Dollars), to guarantee that work is under construction by March 1, 2001, for the completion of those utilities and street facilities which, in the opinion of the City Engineer, are necessary

to serve at least 100 dwelling units in the Residential Component, as indicated on the Final Site Plan, along with the foundation for at least one residential building ("Residential Improvements"). The Letter of Credit (or cash amount) shall be deposited with the City by January 15, 2001 unless the Residential Improvements are under construction. The City shall not issue any permits for occupancy of any portion of the Commercial Component until:

1. The Residential Improvements are under construction; or
2. The City has cashed the Letter of Credit or Plaintiff has deposited cash in lieu of the Letter of Credit.

The construction of the Residential Improvements shall be in accordance with City of Troy development standards and all applicable portions of the City of Troy Code and in compliance with this Consent Judgment. The construction of the Residential Improvements shall begin at the northeast corner of the property adjacent to the southwest corner of Maple Road and Coolidge Highway.

- n. During construction, Plaintiff may place two temporary signs along Maple Road and two temporary signs along Coolidge Highway advertising the project. The signs may not exceed 100 square feet in area each. The signs must be removed upon completion of that portion of the project to which the signs relate.
- o. Pylon signs are prohibited. Plaintiff may place monument signs as approved by the City Council. The project sign package is attached to this Amended Judgment as Exhibit P which may be modified by agreement of the parties. The consent of the Plaintiff and City shall not be unreasonably withheld.
- p. The Property is within the City and, therefore, eligible to participate as a project under the City's Brownfield Authority by Plaintiff and its successors and assigns.
- q. Each residential condominium building shall be equipped with an automatic fire suppression system conforming to NFPA 13 requirements, or if metal roof trusses and metal wall studs are used, then an automatic fire suppression system conforming to NFPA 13 R requirements shall be provided.
- r. Reasonable access shall be provided to all portions of all buildings on the Property by City Fire Department apparatus conforming to

City fire lane requirements and as approved by the City Fire Department. All roads and driveways shall conform to City fire lane requirements. It is acknowledged by the City that the roads and lanes shown on the Final Site Plan conform to all such requirements.

25. Plaintiff shall not increase the number of residential units or increase the gross leasable floor square footage of the Commercial Component areas of the project except as the same may be amended or altered in accordance with this Amended Judgment. Any increase in the total permissible square footage of the Commercial Component is at the sole discretion of the City.

26. This Amended Judgment is hereby deemed to include all exhibits attached hereto, said exhibits being incorporated herein and made a part hereof as fully and to the same extent as if the contents of the exhibits were set out in their entirety in the body of this Amended Judgment. All references to this Amended Judgment are deemed to be a reference to the body of this Amended Judgment and the exhibits. This Amended Judgment is binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, successors-in-interest and assigns without limiting the generality thereto including Grand/Sakwa Properties L.L.C., Grand/Sakwa New Holland L.L.C., Grand/Sakwa Residential New Holland L.L.C. and future tenants of the Commercial Component and residents of the Residential Component; and further, the terms and conditions of this Amended Judgment as the same may be amended from time to time, including without limitation uses permitted on the Property pursuant to this Amended Judgment, shall be deemed to run with the land for the benefit of the Property only, and not for the benefit of any surrounding property.

27. Regardless of future Master Plan and/or zoning changes which may occur or affect the Property, the approvals and uses permitted hereunder shall not be deemed in the future to be legal nonconforming uses, structures and/or distances, or legally nonconforming in any way, but rather hereby are, and shall be deemed principal permitted uses, structures and distances and in conformance with all present and future ordinances to the same extent as if such future zoning change had not occurred.

28. This Court shall retain jurisdiction in all matters relating to this case, including: to resolve all disputes and make such other orders and determinations as are necessary to effectuate the intent and spirit of this Amended Judgment; to insure development is in accordance with the terms and intent of this Amended Judgment; to accomplish the issuance of all necessary approvals and building and other permits which may be reasonably required for the development, installation and construction of all roads, utilities, structures of any kind and all other improvements as set forth on the attached exhibits, as said exhibits may be amended from time to time, with the approval of the parties; and to implement the Conceptual Plan and all amendments thereto and the Final Site Plan.

29. In the event that any party makes a determination, in said party's sole discretion, that any other party is not acting reasonably, said alleged aggrieved party may petition this Court to resolve said dispute and the parties shall make themselves immediately available for a hearing on a date to be set by this Court as soon as possible subject to the Court's schedule. In the event this Court finds that any party has not acted in good faith or in conformity with this Amended Judgment, then this

Court may order all reasonable costs and reasonable attorney fees incurred to such prevailing party.

30. This is an Amended Judgment as to the entire dispute between the parties, including all issues set forth in Plaintiff's Complaint, as amended, and all claims for damages, costs and attorney fees are dismissed with prejudice. Any amendments or modifications made to this Amended Judgment, subsequent to the date hereof, including, without limitation, the exhibits attached hereto, shall be deemed a part of this Amended Judgment, be incorporated herein by reference, shall run with the land, be binding upon the parties hereto and all successors and be subject to all other terms and conditions hereof including future tenants of the Commercial Component and residents of the Residential Component. Any subsequent amendment hereto must be in writing, and either executed by all parties hereto, or their respective heirs, representatives, successors, successors-in-interest and assigns; or, if not stipulated to, be ordered by the Court after a petition for same has been filed with this Court, as the case may be. In the event there is a conflict between the terms and conditions of this Amended Judgment and the "Recitals and Preamble" to this Amended Judgment, the terms and conditions of the numbered paragraphs of this Amended Judgment shall control, as the parties intended to provide only general background information in the Recitals. Provided, however, all matters agreed to and/or consented to in the Recitals by the parties hereto shall be deemed as consented and/or agreed to for all purposes hereof.

31. To the extent that this Amended Judgment conflicts with City ordinance requirements, the terms of this Amended Judgment shall control. In developing and using the Property, Plaintiff shall adhere to all codes, ordinances, and the Construction

Standards of the City (existing at time of entry of this Amended Judgment) without seeking use variances except as otherwise modified by the terms of this Amended Judgment or which are contemplated herein.

32. The parties to this action represent to this Court that they have read this Amended Judgment, have discussed it with counsel, understand the terms and conditions hereof, and further, hereby agree that this Amended Judgment shall be recorded by Plaintiff with the Oakland County Register of Deeds.

33. Each person signing this Amended Judgment on behalf of any party hereby represents and warrants that he/she is a duly authorized representative and agent of that respective party, and he/she has full authority to bind said party to all of the covenants, warranties, representations, terms and conditions of this Amended Judgment.

34. Any clerical errors or mistakes in document or exhibit description contained in this Amended Judgment may be corrected by any of the parties, and all parties agree to cooperate in making such corrections in order to effectuate the intent of the parties in entering into this Amended Judgment.

35. By this Amended Judgment, Plaintiff, its partners, agents, successors, assigns, including tenants in the development waive and discharge any and all claims it or any of them may have against the City, its officials and employees, by reason of the City's classification of the Property as "M-1" within the meaning of Chapter 39, of the Troy City Code; by reason of the improvements paid for pursuant to paragraphs 9, 14 and 24(j); and by reason of the dedications and conveyances of the rights-of-way and easements described in paragraphs 13, 18, 19 and 22 above.

36. This Amended Judgment may be executed by the parties in counterparts; pages containing original signatures shall be attached to the original Amended Judgment filed with the Court; photocopies of pages bearing signatures of parties hereto shall be deemed duplicate originals.

37. The Final Site Plan for Troy Town Center prepared by Zeimet Wozniak & Associates for the Residential Component dated May 16, 2000, a copy of which is attached as Exhibit D(1), and the Final Site Plan for the Commercial Component of the Troy Town Center prepared by Ziemet Wozniak & Associates, as revised and dated December 16, 1999, a copy of which is attached as Exhibit D, are approved including outside doors to the outside garden center for a proposed commercial tenant. All plans for the Property shall be subject to normal review and approval by the City's Departments as set forth in the Consent Judgment.

38. The Commercial Landscape Plan for Troy Town Center Commercial Component prepared by Robert Leighton Associates, Inc. as revised and dated December 16, 1999, a copy of which is attached as Exhibit N, is approved.

39. Plaintiff intends to create eight (8) separate parcels within the Commercial Component, seven of which (excluding the Transportation Parcel) will be owned by Plaintiff at the time of the initial construction of the buildings on such parcels depicted on the Final Site Plan.

40. Plaintiff shall furnish the City Assessor with a legal description for each parcel for which Plaintiff wants to divide as a separate parcel and obtain a separate tax bill and so long as Plaintiff records a declaration of easements and/or restrictions for ingress, egress and parking the City shall so create up to a maximum of eight parcels

(which is in addition to the residential component parcels and outlot – Building H) and the City Assessor shall provide a separate parcel identification number for each description. The residential component property and outlot – Building H shall not reduce the eight separate parcel identification numbers available to Plaintiff. The City acknowledges that Plaintiff may also develop the commercial component (or portions thereof) as a platted subdivision or as a condominium project and record a master deed in connection therewith.

City agrees that notwithstanding that the buildings will be constructed on separate tax parcels, each building containing the current uses listed in Section 507.1 of the BOCA National Building Code/1996 [BOCA Code] may initially be constructed to a Type 2 C Unlimited Area Building. It is understood that Section 507.1 allows for all commercial and retail uses excluding only residential, hotel, motel, apartments, night clubs, formal theaters (i.e. for example The Fisher Theater and not movie theaters) and high hazardous uses as defined. Once initially constructed, each of such buildings may be maintained, repaired and replaced as a 2 C Unlimited Area Building in the manner in which each such building was originally constructed regardless if there is separate ownership of the buildings and parcels at any time.

Plaintiff agrees that it will create and record covenants and restrictions affecting the described commercial properties that contain buildings located upon the separate sidwell numbers. The restrictions shall provide that any building located upon such separate parcels shall be reconstructed to conform to the initial construction codes and classification if there is any damage or destruction. In the event that any of the commercial buildings located upon separate sidwell numbers are damaged or

destroyed and there is a desire to reconstruct such building with different dimensions then as initially constructed, then such building will have to conform to the City of Troy Ordinances (and Building Code regulations adopted at the time of maintenance, repair or replacement) as to the minimum fire resistance standards then in effect. The building and use restrictions shall run with the land.

41. Submission, review and approval of the plans for the utilities, landscaping and related approvals and permit applications shall be performed as follows in anticipation that construction of the public utilities may start on March 15, 2000.

- (i) Plaintiff shall promptly and diligently complete and submit the various construction drawings for the clearing, grading, sanitary sewer, water main, storm sewer and paving (the "Construction Drawings") to the City for review on a sequential or staggered order; so that the City can review and approve the clearing and grading plans and issue the required permits within fifteen (15) working days of the submission of an acceptable soil erosion permit application provided that said plans comply with the City's rules and design standards; thereafter, Plaintiff shall be allowed to commence clearing and grading upon the Property prior to the submission and/or review of the balance of the construction or engineering plans.
- (ii) The City shall promptly and diligently review the routing of the water, sanitary sewer and storm sewer drains for permit processing by outside agencies by February 1, 2000, provided Plaintiff has promptly and diligently submitted such Plans, and such Plans are received by the City in form required. Once Plaintiff has obtained approval of the Plans from all outside agencies, Plaintiff may start construction of the public utilities.
- (iii) The City shall process and review in good faith and with all due diligence any applications, plans, drawings, or site plans, with respect to the Property including, building plans, streets, roads, utilities, and landscaping provided Plaintiff has submitted those plans promptly and with due diligence and in good faith.
- (iv) The City shall approve building permits for residential model condominium units prior to the recording of the Master Deed

provided the model unit plans are in compliance with the Troy City Building Code.

- (v) Plaintiff shall have the right to change the configuration of the commercial buildings' size and shape at any time so long as the service roads, entries and exits, pedestrian paths, and utilities do not substantially change so long as the gross leasable footage of all commercial structures does not exceed the gross leasable footage permitted by the Consent Judgment.
- (vi) Public utilities necessary to serve the Property may be constructed within the easements and right of way dedicated by Plaintiff to the City except the area designated for the Transit Center building on the Final Site Plan.
- (vii) So long as Plaintiff is acting with due diligence to construct the Coolidge Highway improvements as set forth in paragraphs 9B and 9C, the City shall not deny Plaintiff the right to open the shopping center or shall not deny building or occupancy permits for the sole reason that the Coolidge Highway improvements are not completed.
- (viii) Plaintiff shall be permitted to construct an arch over the 36 foot roadway as depicted on the Final Site Plan.
- (ix) If the Transportation Center is built by the City, the City shall pay its pro rate share of the cost of maintenance of the variable width roadway depicted on the Final Site Plan.
- (x) Plaintiff shall be permitted to place monument signs in easement areas dedicated to the City for public areas along the loop road as depicted in the Final Site Plan.
- (xi) Plaintiff, its servants, agents, employees and contractors shall have the right to enter upon all dedicated easements, rights of way and lands conveyed to the City in order to construct, inspect, repair and replace improvements for which Plaintiff is permitted or is obligated including without limitation references to this Amended Consent Judgment shall be deemed to incorporate such reservation of rights by Plaintiff.
- (xii) Plaintiff shall include in the Condominium Master Deed and Purchase Agreements notification of the close proximity of the airport to the property and of the existence of a certain Oakland/Troy Airport Aviation Easement.

A TRUE COPY
G. WILLIAM CADDELL
 Oakland County Clerk - Registrar of Deeds
 By [Signature] Deputy

WENDY POTTS
 Wendy Potts, Circuit Court Judge

THE UNDERSIGNED PARTIES HAVE HEREBY READ, UNDERSTAND, AGREE AND CONSENT TO THE FOREGOING AMENDED JUDGMENT AND ALL TERMS AND CONDITIONS STATED THEREIN. ALL SUCH PARTIES HEREBY REPRESENT THAT THEY HAVE OBTAINED ADVICE OF COUNSEL AND ARE CONSENTING TO THIS JUDGMENT FREELY AND VOLUNTARILY.

WILLIAMS, WILLIAMS, RUBY & PLUNKETT, P.C. 380 N. OLD WOODWARD AVENUE, SUITE 300 BIRMINGHAM, MICHIGAN 48009 TELEPHONE (248) 642-0333

IN WITNESS WHEREOF, the undersigned, Mayor and Deputy City Clerk,
has set forth his/her hand and seal this 26th day of May, 2000.

WITNESSES:

Cheryl A. Morrell
Cheryl A. Morrell
Cecilia A. Brukwinski
Cecilia A. Brukwinski

Cheryl A. Morrell
Cheryl A. Morrell
Cecilia A. Brukwinski
Cecilia A. Brukwinski

CITY OF TROY, a Michigan municipal
body

By: Jeanne M. Stine
Its: MAYOR

And

By: Tonni L. Bartholomew
Its: Deputy City Clerk

Dated: May 26, 2000

STATE OF MICHIGAN)
) ss.:
COUNTY OF OAKLAND)

On this 26th day of May, 1999, before me, a Notary Public in and for said County,
personally appeared to me Jeanne M. Stine and Tonni L. Bartholomew known to be the persons
described in and who executed the above Amended Judgment, and acknowledged the same to be their
free act and deed by authority given by the resolution of the City Council.


Cecilia A. Brukwinski
Cecilia A. Brukwinski NOTARY PUBLIC
County of Oakland, State of Michigan
My Commission Expires: June 18, 2002

WILLIAMS, WILLIAMS, RUBY & PLUNKETT, P.C. 380 N. OLD WOODWARD AVENUE, SUITE 300 BIRMINGHAM, MICHIGAN 48009 TELEPHONE (248) 642-0333

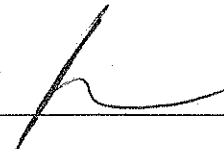
IN WITNESS WHEREOF, the undersigned Plaintiff has set forth its hand and seal on the day and date so indicated below.

WITNESSES:

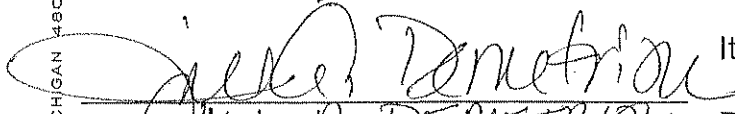
GRAND/SAKWA PROPERTIES, INC.,
a Michigan corporation



GARY N. COOPER

By: _____

Its: VICE PRESIDENT



JILL A. DEMETRIOU

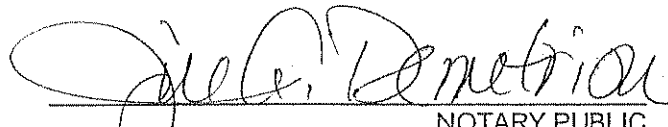
Dated: 5/30, 2000

STATE OF MICHIGAN

COUNTY OF Oakland) ss.:

On this 30 day of May, 2000, before me, a Notary Public in and for said County, personally appeared Gary Sakwa to me known to be the person described in and who executed the above Amended Judgment, and acknowledged the same to be his free act and deed.


JILL A. DEMETRIOU
Notary Public, Washtenaw County, MI
Acting in Oakland Co., MI
My Commission Expires 11/26/2003




NOTARY PUBLIC
County of _____ State of Michigan
My Commission Expires: 11/26/2003

WE, THE UNDERSIGNED COUNSEL FOR THE PLAINTIFF AND DEFENDANT, RESPECTIVELY, HEREBY STIPULATE TO THE ENTRY OF THE ABOVE AMENDED JUDGMENT, NOTICE OF ENTRY WAIVED:

WILLIAMS, WILLIAMS, RUBY &
PLUNKETT, P.C.

By: _____
ROBERT A. JACOBS (P15402)
Attorneys for Plaintiff
380 North Old Woodward Avenue, Ste 300
Birmingham, Michigan 48009
(248) 642-0333

_____
JOHN J. MARTIN, III (P25888)
Attorney for Defendant
500 West Big Beaver Road
Troy, Michigan 48084
(248) 524-3324

Dated: 5/29, 2000

Dated: 5-26-, 2000

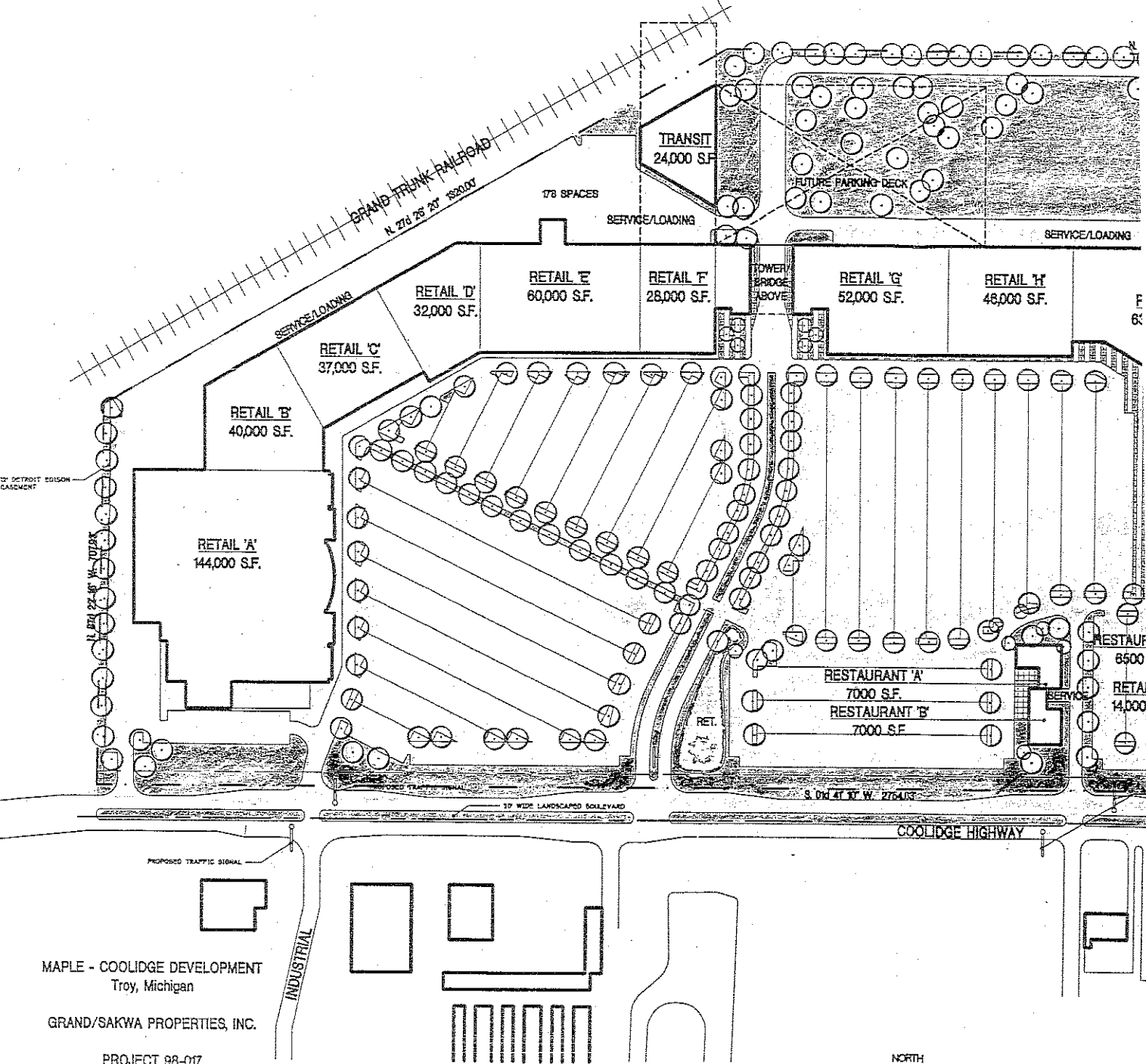
**TROY TOWN CENTER
CONSENT JUDGMENT
LIST OF EXHIBITS**

- A. Legal Description
- B. Initial Conceptual Plan
- C. Road Project
- D. Final Site Plan – Commercial Component
- D1. Final Site Plan – Residential Component
- E. Open Space Plan
- F. Legal Description of Transportation Center
- G. Reserved Parking
- H. Coolidge & Maple R.O.W.
- I. Clear Vision Easement
- J. Additional Easement for Construction
- K. Elevation Plans
- L. Elevation Plans
- M. Building Materials
- N. Landscape Plan
- O. Cross Section
- P. Sign Package

DESCRIPTION

SITUATED IN THE CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

PART OF THE NORTHEAST 1/4 OF SECTION 31, T. 2 N., R. 11 E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SECTION 31, T. 2 N., R. 11 E. AND PROCEEDING THENCE (S. 01°41'10" W. RECORD), S. 01°39'33" W. MEASURED 60.00 FEET ALONG THE EAST LINE OF SECTION 31; THENCE N. 88°09'00" W. 60.00 FEET; THENCE (S. 01°41'10" W. 2,754.63 FEET RECORD), S. 01°39'33" W. 2,754.58 FEET MEASURED ALONG THE WEST RIGHT-OF-WAY LINE OF COOLIDGE HIGHWAY; THENCE (N. 87°22'16" W. RECORD), N. 87°20'58" W. MEASURED 707.96 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 31; THENCE N. 27°26'20" W. 530.44 FEET ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAND TRUNK RAILROAD; THENCE ALONG A NON-TANGENTIAL CURVE TO THE LEFT, RADIUS 22,961.83 FEET, CENTRAL ANGLE (01°57'57" RECORD), 01°58'00" MEASURED, AN ARC DISTANCE OF (787.80 FEET RECORD), 787.19 FEET MEASURED AND WHOSE CHORD BEARS (N. 28°25'22" W. RECORD, 787.76 FEET RECORD), N. 28°31'04" W. 787.16 FEET MEASURED, THE LAST COURSE BEING ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAND TRUNK RAILROAD; THENCE N. 01°59'00" E. 1,662.03 FEET; THENCE S. 88°09'00" E. 1,412.60 FEET ALONG THE NORTH LINE OF SECTION 31 TO THE POINT OF BEGINNING, CONTAINING 78.97 ACRES OF LAND AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



MAPLE - COOLIDGE DEVELOPMENT
Troy, Michigan

GRAND/SAKWA PROPERTIES, INC.

PROJECT 98-017

8 APRIL 1999

NORTH
SITE PLAN

EXCISE/SCALE

R 1301
SFT TYPE IIB SIGN
POST 03 LFT

LEFT LANE R3-7L C301
MUST 6.25 SFT TYPE IIB SIGN
TURN LEFT 1-3" POST 03 LFT

RIGHT LANE R3-7R C301
MUST 6.25 SFT TYPE IIB SIGN
TURN RIGHT 1-3" POST 03 LFT

RIGHT LANE R3-7R C301
MUST 6.25 SFT TYPE IIB SIGN
TURN RIGHT 1-3" POST 03 LFT

ONE WAY R6-1 11.03' X 12'
3 SFT TYPE IIB SIGN
1-3" POST 03 LFT

ONE WAY R6-1 11.03' X 12'
3 SFT TYPE IIB SIGN
1-3" POST 03 LFT

R3-2 C301
4 SFT TYPE IIB SIGN
1-3" POST 03 LFT

SB COOLIDGE HWY
R4-1 6'0" 6'0" 6'0" X 12'
7.00 SFT TYPE IIA SIGN
2-3" POSTS 02 LFT

LEFT LANE R3-7L C301
MUST 6.25 SFT TYPE IIB SIGN
TURN LEFT 1-3" POST 03 LFT

LEFT LANE R3-7L C301
MUST 6.25 SFT TYPE IIB SIGN
TURN LEFT 1-3" POST 03 LFT

LEFT LANE R3-7L C301
MUST 6.25 SFT TYPE IIB SIGN
TURN LEFT 1-3" POST 03 LFT

LEFT LANE R3-7L C301
MUST 6.25 SFT TYPE IIB SIGN
TURN LEFT 1-3" POST 03 LFT

R3-2 C301
4 SFT TYPE IIB SIGN
1-3" POST 03 LFT

ONE WAY R6-1 11.03' X 12'
3 SFT TYPE IIB SIGN
1-3" POST 03 LFT

ONE WAY R6-1 11.03' X 12'
3 SFT TYPE IIB SIGN
1-3" POST 03 LFT

RIGHT LANE R3-7R C301
MUST 6.25 SFT TYPE IIB SIGN
TURN RIGHT 1-3" POST 03 LFT

RIGHT LANE R3-7R C301
MUST 6.25 SFT TYPE IIB SIGN
TURN RIGHT 1-3" POST 03 LFT

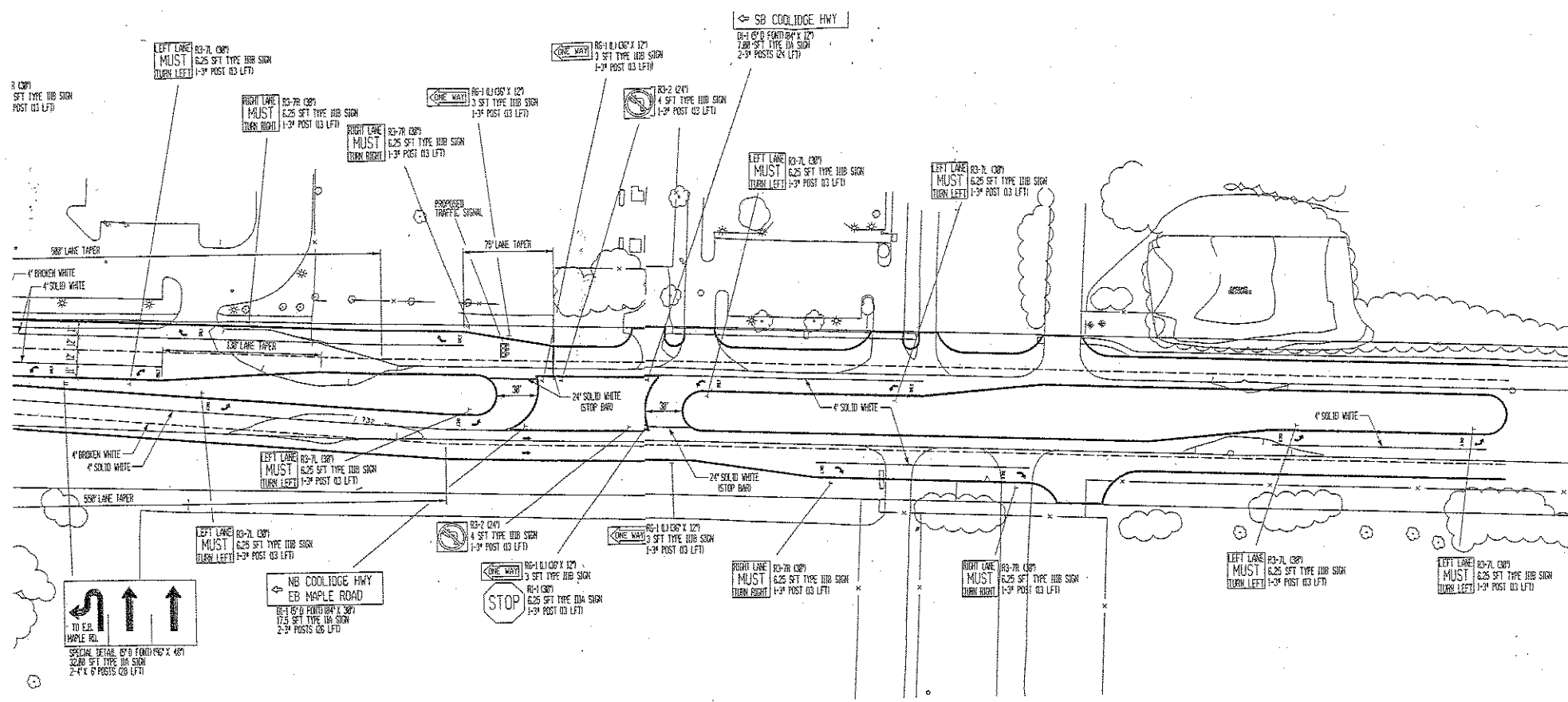
LEFT LANE R3-7L C301
MUST 6.25 SFT TYPE IIB SIGN
TURN LEFT 1-3" POST 03 LFT

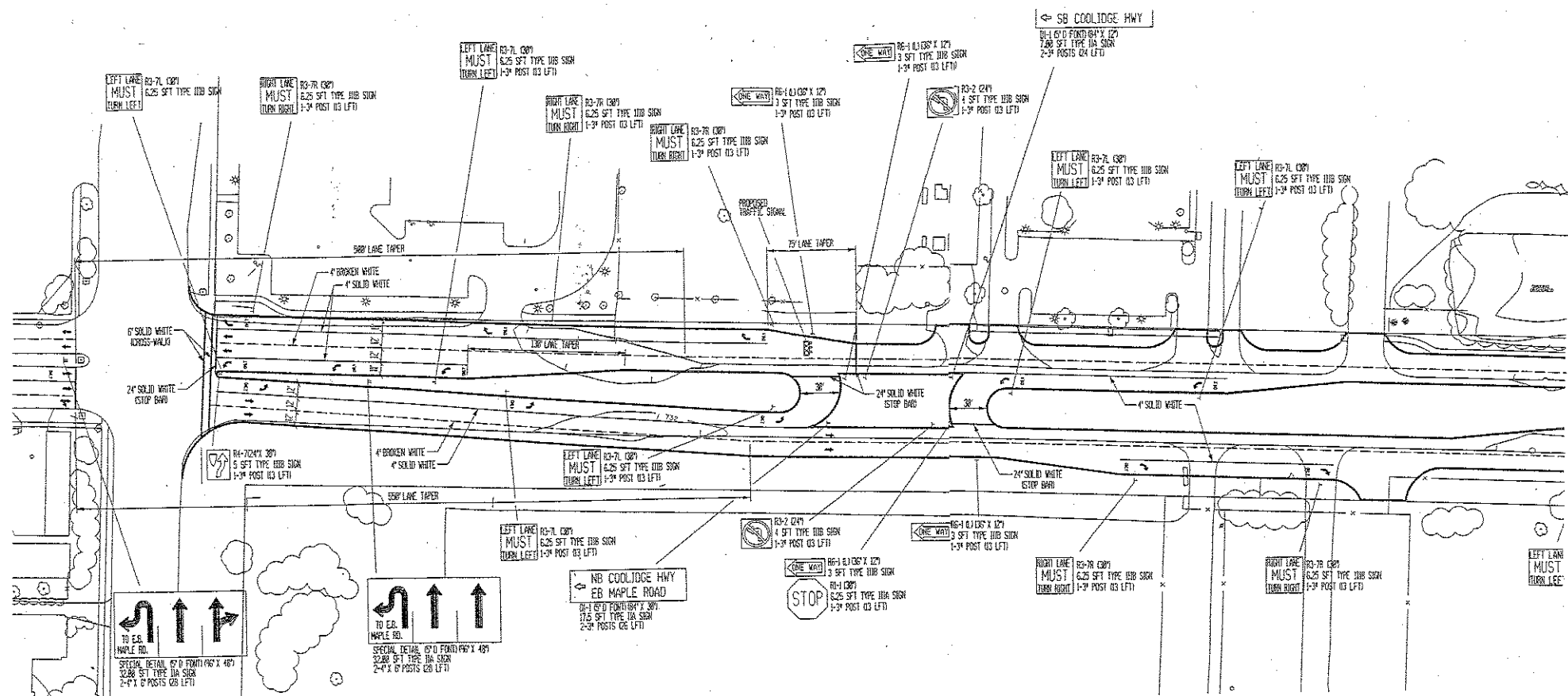
LEFT LANE R3-7L C301
MUST 6.25 SFT TYPE IIB SIGN
TURN LEFT 1-3" POST 03 LFT

TO E.B.
MAPLE RD.
SPECIAL DETAIL 8'0" 6'0" 6'0" X 4'0"
32.00 SFT TYPE IIA SIGN
2-4" X 6" POSTS 02 LFT

NB COOLIDGE HWY
EB MAPLE ROAD
R4-1 6'0" 6'0" 6'0" X 12'
7.5 SFT TYPE IIA SIGN
2-3" POSTS 02 LFT

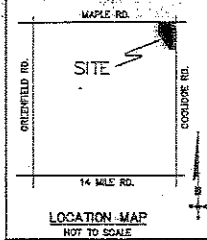
STOP
R4-1 6'0" 6'0" 6'0" X 12'
7.5 SFT TYPE IIA SIGN
2-3" POSTS 02 LFT





TROY TOWN CENTER

MICHIGAN



00000 **00000**
D **A**

DISCLAIMERS:
NOTE: ALL BIDS ARE CONCRETE FOUNDATIONS AND
PROPERTY CORNERS
SE CORNER EATON & HILLAND #13
ELEVATION: 743.335
NW CORNER EATON & SHEPPARD #14
ELEVATION: 743.104

NOTE: MAXIMUM MINIMUM BUILDING HEIGHTS SHALL
NOT EXCEED 37.5' PER CURRENT ZONING.
1. PROVIDE INTERIOR SIDEWALK SYSTEM, CONNECTING
TO EXISTING SIDEWALKS.
2. LOOP, NOT BUILT-TO PUBLIC STREET STANDARDS
WITH EASEMENT FOR PUBLIC ACCESS,
SIDEWALKS & UTILITIES

PADDING SPACES REQUIRED:

APPROXIMATELY 200 SEATS
& SPACES PER SEAT

METALS
5 SPACES / 1000 WF, QLA

287,000 SF. GSA

3064 - TOTAL, REQUIRED PAYING

(11 ABOVE MINIMUMS REQUIRED)

	NO ₂	NO ₂ + NO	NO ₂ + NO + O ₃
1990	1.0	1.0	1.0
2000	0.7	0.7	0.7
2010	0.5	0.5	0.5
2020	0.3	0.3	0.3
2030	0.2	0.2	0.2
2040	0.1	0.1	0.1
2050	0.1	0.1	0.1

10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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PARKING CALCULATIONS / RESIDENTIAL:
 PARKING SPACES REQUIRED:
 PARKING RATIO PER C.U.: 2 SPACES PER UNIT, GARAGED
 220 RESIDENTIAL UNITS
 2 X 220 = 440 SPACES REQUIRED
 TOTAL REQUIRED PARKING (RESIDENTIAL): 440 SPACES
 PARKING SPACES PROVIDED:
 2 SPACES PER UNIT, GARAGED

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AS DISCLOSED BY AVAILABLE UTILITY COMPANY RECORDS AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE COMPANY. NO GUARANTEE IS OTHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND ACCESS TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE INCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PROTECT ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF A CONFLICT IS APPARENT.

CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK OF PERSONS ENGAGED IN THE WORK OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

[illegible]

REVISIONS	DATE BY	REVISIONS	DATE BY	REVISIONS	DATE BY	REVISIONS	DATE BY
Description by D7	02/09/01 RH						
R 07	02/09/01 RH						
BY PROP. EVC	1-11-01 Jcl						

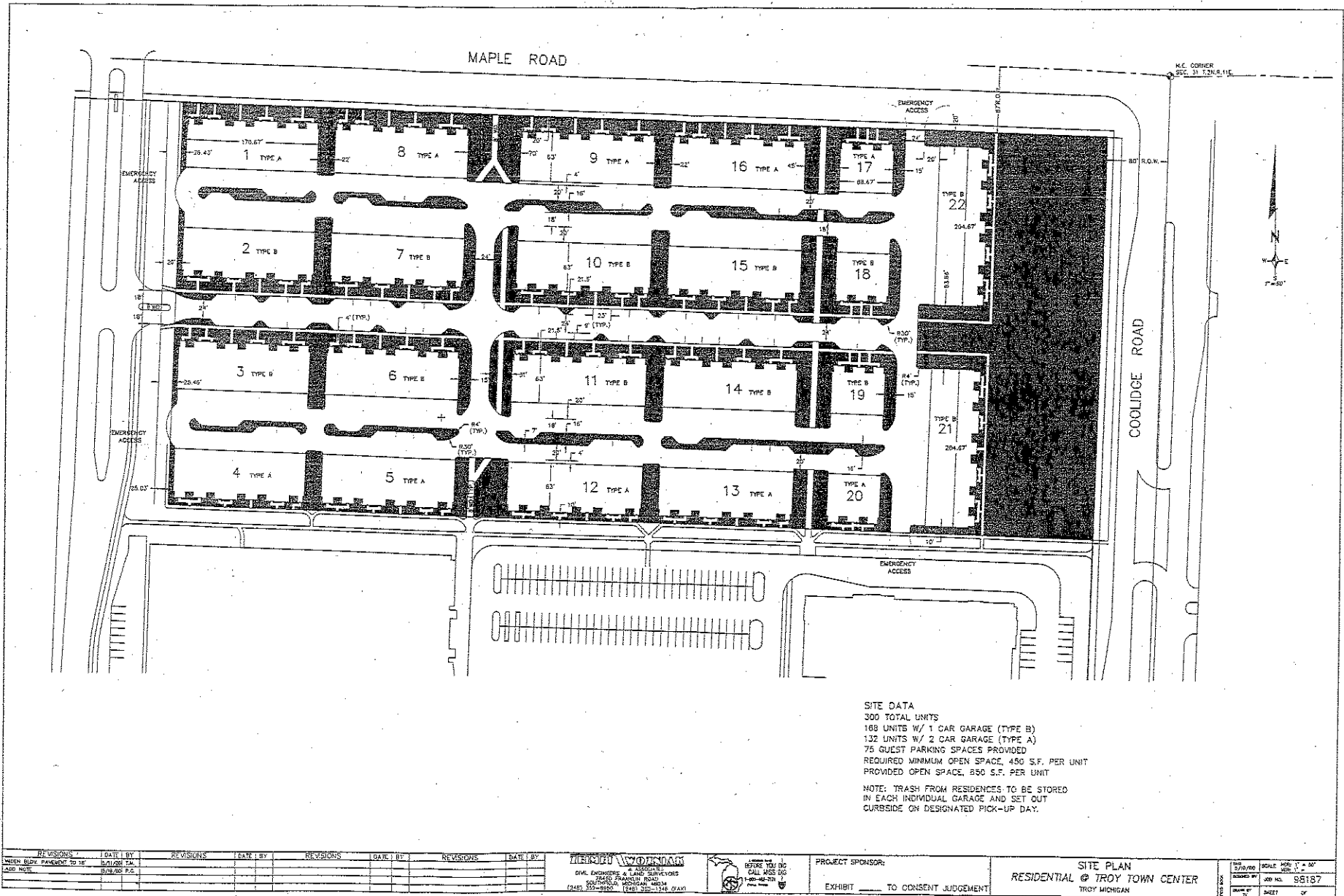
ALFRED WOJNIAK
25000 FRANKLIN ROAD
SOUTHFIELD, MICHIGAN 48034
(948) 267-8500 (948) 259-1246 FAX

— 100 —

GRAND/SAKWA PROPERTIES
32000 NORTHWESTERN HWY., SUITE 125
FARMINGTON HILLS, MICHIGAN 48334

FINAL SITE PLAN
TROY TOWN CENTER
TROY, MICHIGAN

NO. 7/8	TOTAL	HOPES = 100 VOTES = 96187
RECORD IN CLASS	AIR NO.	
MADE IN U.S.	PAGE	1 OF 2



May 26, 2000

TO: John Szerlag, City Manager

FROM: William Nelson, Fire Chief *WRN*
David Roberts, Asst. Fire Chief *DR*

SUBJECT: Grand Sakwa Residential Development – Fire Department
Issues

Per your request, the following information describes the fire protection options available at the proposed Troy Town Center development as they relate to site accessibility by the fire department.

When examining site accessibility, the fire department considers issues such as width of roadways and/or driveways along with building setback distances. Our goal is to access the site as quickly and as safely as possible to begin fire fighting operations in order to minimize the extent and spread of fire throughout the building. Along with site accessibility, we examine building size and type of construction. These factors help determine the potential fire loss, fire fighting tactics, and fire department efficiency in the event of a fire. When steps are taken to reduce the threat of fire spread, usually in the form of installed automatic fire suppression or use of noncombustible construction materials, certain requirements, such as the number and location of fire hydrants, can be reduced.

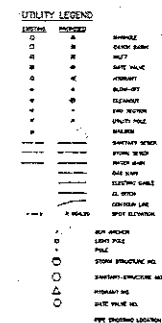
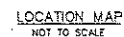
The consent judgment stipulates that each residential condominium building shall be equipped with an automatic fire suppression system conforming to NFPA 13, or if metal roof trusses and metal wall studs are used, then an automatic fire suppression system conforming to NFPA 13R requirements shall be provided. Either of these fire protection options is acceptable to the fire department for this development.

The proposed site plan, as presented by the developer, appears to meet the accessibility needs of the fire department.

OK
JS Szerlag

MICHIGAN

74 COOLIDGE RD

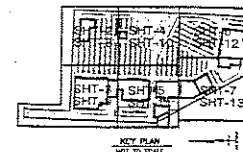


NOTE: ALL BM'S ARE CONCRETE MONUMENTS AND
PROPERTY CORNERS
SE CORNER EATON & HOLLAND #13
ELEVATION: 743.333
NW CORNER EATON & SHEFFIELD #14
ELEVATION: 741.304

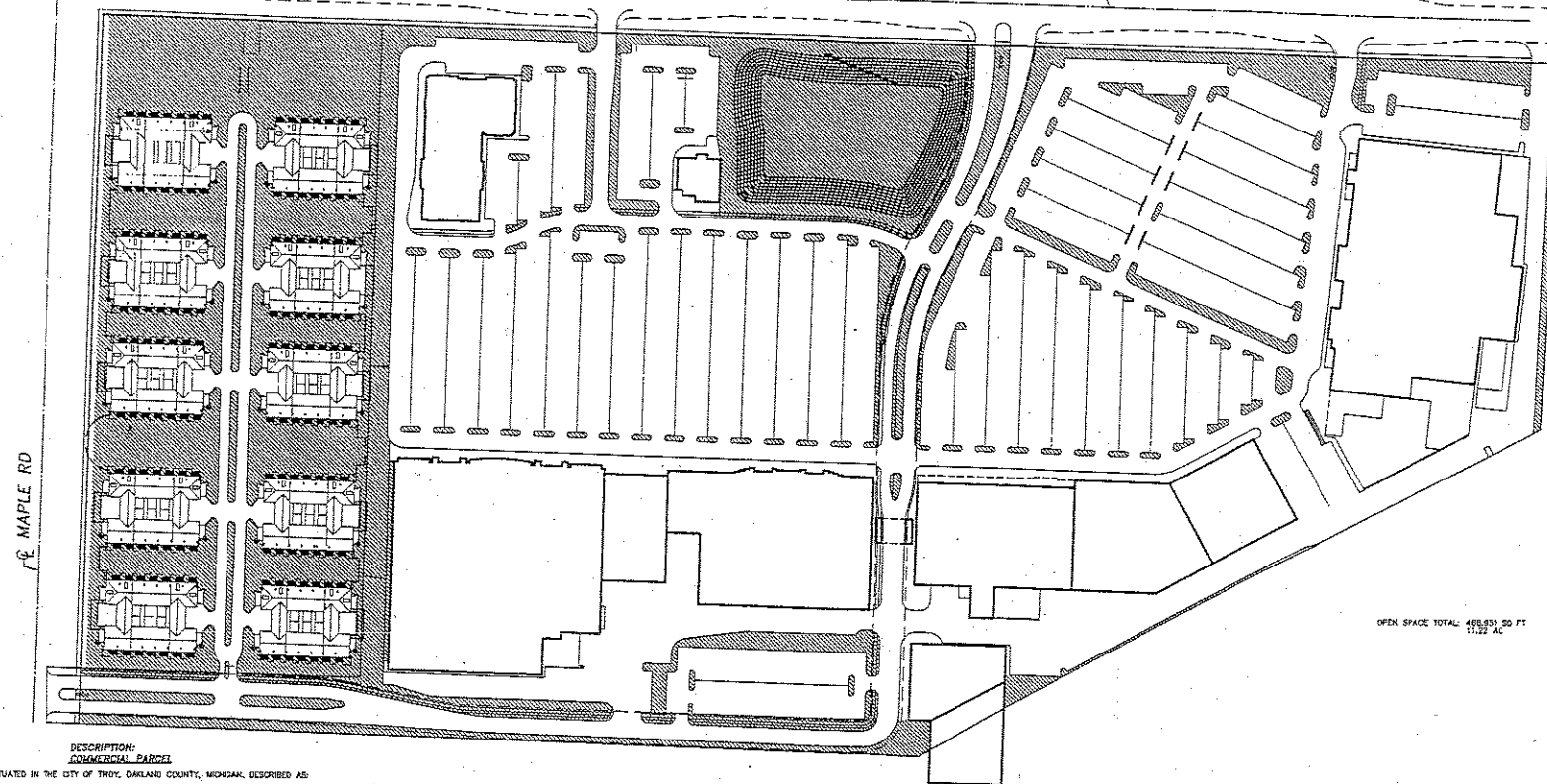
NOTE: BUILDING HEIGHTS SHALL NOT EXCEED 35' PER CROSS SECTION IN APPROVED HPUD AGREEMENT.

SHEET INDEX

- 1 COVER SHEET
2 STORM SEWER & GRADING PLAN
3 STORM SEWER & GRADING PLAN
4 STORM SEWER & GRADING PLAN
5 STORM SEWER & GRADING PLAN
6 STORM SEWER & GRADING PLAN
7 STORM SEWER & GRADING PLAN
8 SANITARY SEWER & WATER MAIN PLAN
9 SANITARY SEWER & WATER MAIN PLAN
10 SANITARY SEWER & WATER MAIN PLAN
11 SANITARY SEWER & WATER MAIN PLAN
12 SANITARY SEWER & WATER MAIN PLAN
13 SANITARY SEWER & WATER MAIN PLAN
14 SOIL EROSION CONTROL PLAN
15 SANITARY SEWER PROFILES
16 SANITARY SEWER PROFILES
17 SANITARY SEWER PROFILES
18 SANITARY SEWER PROFILES
19 SANITARY SEWER PROFILES
20 SANITARY SEWER PROFILES
21 SANITARY SEWER PROFILES
22 SANITARY SEWER PROFILES
23 SANITARY SEWER PROFILES
24 SANITARY SEWER PROFILES
25 SANITARY SEWER PROFILES
26 EROSION CONTROL PLAN
27 ENTRANCE PLAN - ERODOR ROAD
28 ENTRANCE PLAN - ERODOR RD & MAPLE RD
29 DETAILS AND NOTES
30
31 ST-1 STORM SEWER SPECIFICATIONS AND DETAILS
32 ST-2 STORM SEWER SPECIFICATIONS
33 S-1 SANITARY SEWER SPECIFICATIONS
34 W-1 WATER MAIN SPECIFICATIONS
35 W-2 WATER MAIN DETAILS



KEY PLAN



DESCRIPTION:

COMMERCIAL PARCEL

[illegible]

NOTE:

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AS DISCLOSED BY AVAILABLE UTILITY COMPANY RECORDS AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE COMPANY. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY OF THE INFORMATION. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF A CONFLICT IS APPARENT.

NOTES:

CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OR ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

PLAN INSTALLED FOR:

CAT

PRELIMINARY REVIEW (CLIENT)

GOVERNMENTAL REVIEW

HRJ

SANITARY/WATER POOR

PAVING PEROGYS

CONSTRUCTION —

S.C.S.C. FORM 1 (_____)

WYOMING PERMIT _____

WONG (WANG) PETER J.

SARITARY PERMIT 1WATER POINT

VCOPS _____

PROJECT SPONSOR:
GRAND/SAKWA PROPERTIES
32000 NORTHWESTERN HWY., SUITE 125
FARMINGTON HILLS, MICHIGAN 48334

OPEN SPACE PLAN
TROY TOWN CENTER
TROY, MICHIGAN

DATE 10/1/88	SCALE HORIZ 1" = 100'
DESIGNED BY RAC	JOB NO. 98187
ISSUED BY	

EXHIBIT "A"
FUTURE TRANSIT AREA

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 88°09'00" WEST 1,412.60 FEET ALONG THE NORTH LINE OF SECTION 31, SAID LINE ALSO BEING THE CENTERLINE OF MAPLE ROAD (87.00 FEET WIDE, 1/2 WIDTH) AND SOUTH 01°59'00" WEST 1,185.22 FEET FROM THE NORTHEAST CORNER OF SECTION 31; THENCE FROM SAID POINT OF BEGINNING SOUTH 88°12'27" EAST 187.47 FEET; THENCE SOUTH 01°39'54" WEST 452.66 FEET; THENCE SOUTH 88°20'26" EAST 26.86 FEET; THENCE SOUTH 01°39'33" WEST 193.52 FEET; THENCE NORTH 88°20'27" WEST 115.29 FEET; THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAND TRUNK RAILROAD BEING A NON-TANGENTIAL CURVE TO THE LEFT, RADIUS 22,961.83 FEET, CENTRAL ANGLE 00°29'38", ARC LENGTH OF 197.93 FEET WHOSE CHORD BEARS NORTH 29°15'16" WEST 197.93 FEET; THENCE NORTH 01°59'00" EAST 476.31 FEET TO THE POINT OF BEGINNING. CONTAINING 7.73 ACRES OF LAND, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, AND THE RIGHTS OF INGRESS AND EGRESS OVER PARENT PARCEL 20-31-226-012 TO MAPLE AND COOLIDGE ROADS.

EXHIBIT "A"
COOLIDGE AND MAPLE RIGHT OF WAY

COMMERCIAL PARCEL

THE MOST NORTHERLY 87.00 FEET AND THE EAST 20.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY, THE MOST NORTHERLY 33.00 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES:

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT (SOUTH 01°41'10" WEST RECORD), SOUTH 01°39'33" WEST MEASURED 60.00 FEET ALONG THE EAST LINE OF SECTION 31 AND NORTH 88°09'00" WEST 60.00 FEET AND (SOUTH 01°41'10" WEST RECORD), SOUTH 01°39'33" WEST MEASURED 550.00 FEET FROM THE NORTHEAST CORNER OF SECTION 31; THENCE FROM SAID POINT OF BEGINNING AND ALONG WEST RIGHT-OF-WAY LINE OF COOLIDGE HIGHWAY (60 FEET WIDE, 1/2 WIDTH), SOUTH 01°39'33" WEST 2204.58 FEET; THENCE (NORTH 87°22'16" WEST RECORD), NORTH 87°20'58" WEST MEASURED 707.96 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 31; THENCE NORTH 27°26'20" WEST 530.44 FEET ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAND TRUNK RAILROAD; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE ON A NON-TANGENTIAL CURVE TO THE LEFT; RADIUS 22,961.83 FEET, CENTRAL ANGLE (01°57'57" RECORD), 01°58'00" MEASURED, AN ARC LENGTH OF (787.80 FEET RECORD), 788.19 FEET MEASURED AND WHOSE CHORD BEARS (NORTH 28°25'22" 787.76 FEET RECORD), NORTH 28°31'04" WEST 788.16 FEET MEASURED, THENCE NORTH 1°59'00" EAST 1,662.03 FEET; THENCE SOUTH 88°09'00" EAST 102.60 FEET ALONG THE NORTH LINE OF SECTION 31; THENCE SOUTH 01°39'33" WEST 610.00 FEET; THENCE SOUTH 88°09'00" EAST 1,250.00 FEET TO THE POINT OF BEGINNING, CONTAINING 61.38 ACRES OF LAND AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT "A"
COOLIDGE AND MAPLE RIGHT OF WAY

RESIDENTIAL PARCEL

THE NORTH 87.00 FEET AND THE EAST 20.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY, THE MOST NORTHERLY 33.00 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES:

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SECTION 31, TOWN 2 NORTH, RANGE 11 EAST AND PROCEEDING THENCE (SOUTH 01°41'10" WEST RECORD), SOUTH 01°39'33" WEST MEASURED 60.00 FEET ALONG THE EAST LINE OF SECTION 31; THENCE NORTH 88°09'00" WEST 60.00 FEET; THENCE (SOUTH 01°41'10" WEST RECORD), SOUTH 01°39'33" WEST 550.00 FEET MEASURED ALONG THE WEST RIGHT-OF-WAY LINE OF COOLIDGE HIGHWAY (60 FEET WIDE, 1/2 WIDTH); THENCE NORTH 88°09'00" WEST 1,250.00 FEET; THENCE NORTH 01°39'33" EAST 610.00 FEET; THENCE SOUTH 88°09'00" EAST 1,310.00 FEET ALONG THE NORTH LINE OF SECTION 31 AND MAPLE ROAD CENTERLINE TO THE POINT OF BEGINNING CONTAINING 17.59 ACRES OF LAND AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT "A"
30 X 30 FOOT TRIANGULAR PARCEL CLEAR VISION EASEMENT

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT (SOUTH 01°41'10" WEST RECORD), SOUTH 01°39'33" WEST MEASURED 87.00 FEET FROM THE NORTHEAST CORNER OF SECTION 31, ALONG THE EAST LINE OF SECTION 31; AND NORTH 88°09'00" WEST 80.00 FEET; TO THE POINT OF BEGINNING; THENCE SOUTH 01°39'33" WEST 30.00 FEET; THENCE NORTH 43°14'44" WEST 42.50 FEET; THENCE SOUTH 88°09'00" EAST 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 450 SQUARE FEET.

EXHIBIT "A"
TEMPORARY CONSTRUCTION PERMIT

COMMERCIAL PARCEL

THE SOUTH 30.00 FEET OF THE MOST NORTHERLY 117.00 FEET AND THE WEST 30.00 FEET OF THE EAST 50.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY, THE MOST NORTHERLY 33.00 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES:

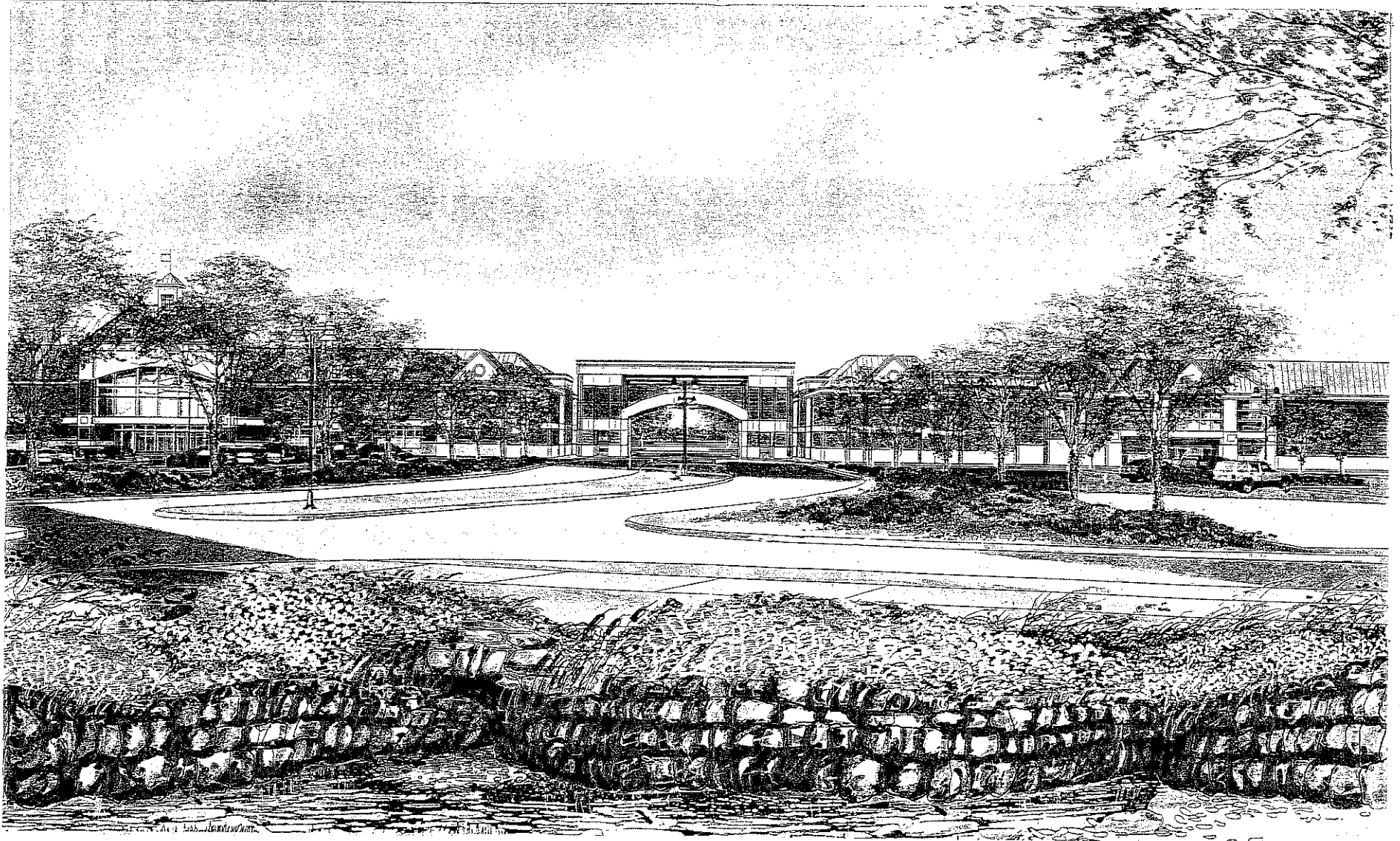
PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT DISTANT (SOUTH 01°41'10" WEST RECORD), SOUTH 01°39'33" WEST MEASURED 60.00 FEET ALONG THE EAST LINE OF SECTION 31 AND NORTH 88°09'00" WEST 60.00 FEET AND (SOUTH 01°41'10" WEST RECORD), SOUTH 01°39'33" WEST MEASURED 550.00 FEET FROM THE NORTHEAST CORNER OF SECTION 31; THENCE FROM SAID POINT OF BEGINNING AND ALONG WEST RIGHT-OF-WAY LINE OF COOLIDGE HIGHWAY (60 FEET WIDE, 1/2 WIDTH), SOUTH 01°39'33" WEST 2,204.58 FEET; THENCE (NORTH 87°22'16" WEST RECORD), NORTH 87°20'58" WEST MEASURED 707.96 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 31, THENCE NORTH 27°26'20" WEST 530.44 FEET ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAND TRUNK RAILROAD; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE ON A NON-TANGENTIAL CURVE TO THE LEFT; RADIUS 22,961.83 FEET, CENTRAL ANGLE (01°57'57" RECORD), 01°58'00" MEASURED, AN ARC LENGTH OF (787.80 FEET RECORD), 788.19 FEET MEASURED AND WHOSE CHORD BEARS (NORTH 28°25'22" WEST, 787.76 FEET RECORD), NORTH 28°31'04" WEST 788.16 FEET MEASURED; THENCE NORTH 01°59'00" EAST 1,662.03 FEET; THENCE SOUTH 88°09'00" EAST 102.60 FEET ALONG THE NORTH LINE OF SECTION 31; THENCE SOUTH 01°39'33" WEST 610.00 FEET; THENCE SOUTH 88°09'00" EAST 1,250.00 FEET TO THE POINT OF BEGINNING, CONTAINING 61.38 ACRES OF LAND AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT "A"
TEMPORARY CONSTRUCTION PERMIT

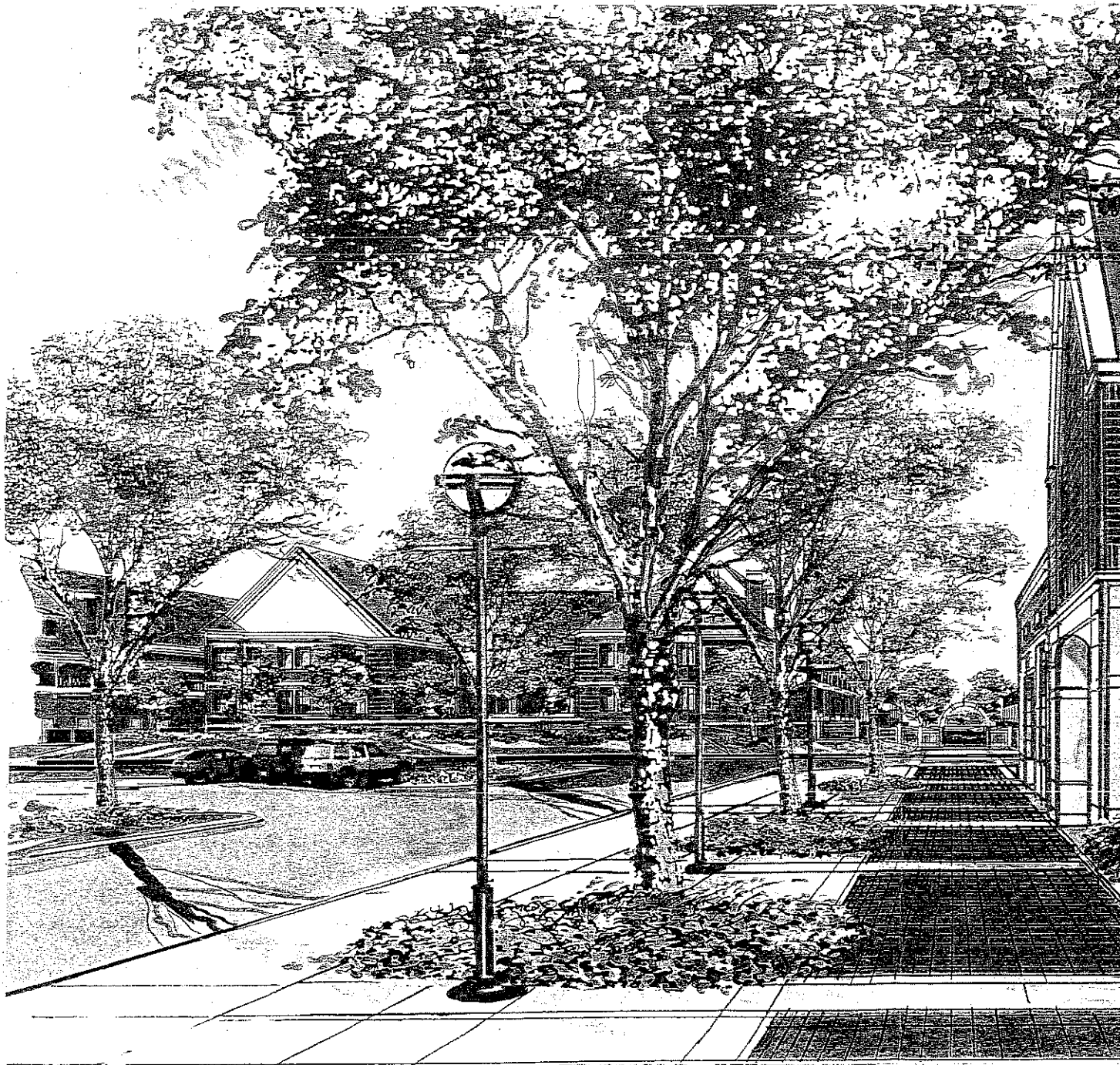
RESIDENTIAL PARCEL

THE SOUTH 30.00 FEET OF THE NORTH 117.00 FEET AND THE WEST 30.00 FEET OF THE EAST 50.00 FEET OF THE NORTH 493.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY, THE MOST NORTHERLY 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES:

PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SECTION 31, TOWN 2 NORTH, RANGE 11 EAST, AND PROCEEDING THENCE (SOUTH 01°41'10" WEST RECORD), SOUTH 01°39'33" WEST MEASURED 60.00 FEET ALONG THE EAST LINE OF SECTION 31; THENCE NORTH 88°09'00" WEST 60.00 FEET; THENCE (SOUTH 01°41'10" WEST RECORD), SOUTH 01°39'33" WEST 550.00 FEET MEASURED ALONG THE WEST RIGHT-OF-WAY LINE OF COOLIDGE HIGHWAY (60 FEET WIDE, 1/2 WIDTH); THENCE NORTH 88°09'00" WEST 1,250.00 FEET; THENCE NORTH 01°39'33" EAST 610.00 FEET; THENCE SOUTH 88°09'00" EAST 1,310.00 FEET ALONG THE NORTH LINE OF SECTION 31 AND MAPLE ROAD CENTERLINE TO THE POINT OF BEGINNING CONTAINING 17.59 ACRES OF LAND AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



HOBBS & BLACK ASSOCIATES



HOBBS & BLACK ASSOCIATES, INCORPORATED

ARCHITECTURE • PLANNING • INTERIOR DESIGN

EXHIBIT M

BUILDING MATERIALS SCHEDULE

Note: All finishes are subject to final approval by developer prior to commencement of construction / installation.

Prefinished Metal Roofing System

- 24 ga. standing seam metal roof
Panels widths @ 16" o.c.
Roof panel to match specifications, profile and finish of Cee-Lock panel, Zinc Grey Kynar finish as manufactured by Berridge Manufacturing Co. or architect/owner approved equal.

All flashing and trim to be supplied by same manufacturer and shall match color and finish of roofing system.

Face Brick

- Lee #610 utility brick as supplied by Belden Brick
Contact: Mr. David Lacovic
Belden Brick
17092 Masonic Boulevard
Fraser, MI 48026
Tel. #(810) 294-5400

Precast Concrete

- Size and shapes vary – see detailed drawings for profiles, shapes and dimensional qualities/tolerances.

Precast Sample #4004 - Acid Washed Finish

Contact: Mr. Scott D. Willenborg
Stonco, Inc.
4924 Poppleton Ave.
Omaha, NE 68106-1965
Tel. #(402) 556-5544

100 NORTH STATE STREET, ANN ARBOR, MICHIGAN 48104

TEL: 734-663-4189 FAX: 734-663-1770

e-mail: architects@hobbs-black.com web: www.hobbs-black.com

Aluminum Storefront and Glazing Systems

- 2" x 4 ½" aluminum framing system with 1" insulated glazing
Finish color for aluminum framing to be clear anodized

Finish make and color for glazing to be Visteon Versalux Green or architect/owner approved equal

Note: Finish options to be coordinated with individual tenants at entrance locations and are subject to final approval by developer – all other framing systems to match defined specifications

Glass Fiber Reinforced Concrete (GFRC)

Note: Material application to occur only in locations at or above cornice line

- Cornice and trim profiles, shapes and dimensional qualities/tolerances to be as indicated on drawings
Color to match precast concrete

Contact: Ms. Karen Pastana
Stonewear
2900 Lockheed Way
Carson City, NV 89706
Tel. #(775) 883-8300

Exterior Insulation Finish System (EIFS)

- Application in areas as noted on the drawings
Color to match precast concrete

Lightpole Bases

- Color to match precast concrete

Site Summary

Frontage on Coolidge

2,202 - 30'

m

2,202'

73 Trees

73 Shown

Area Summary

Permit Area

50.44 Acres

Required

90.44 x 15%

Shown

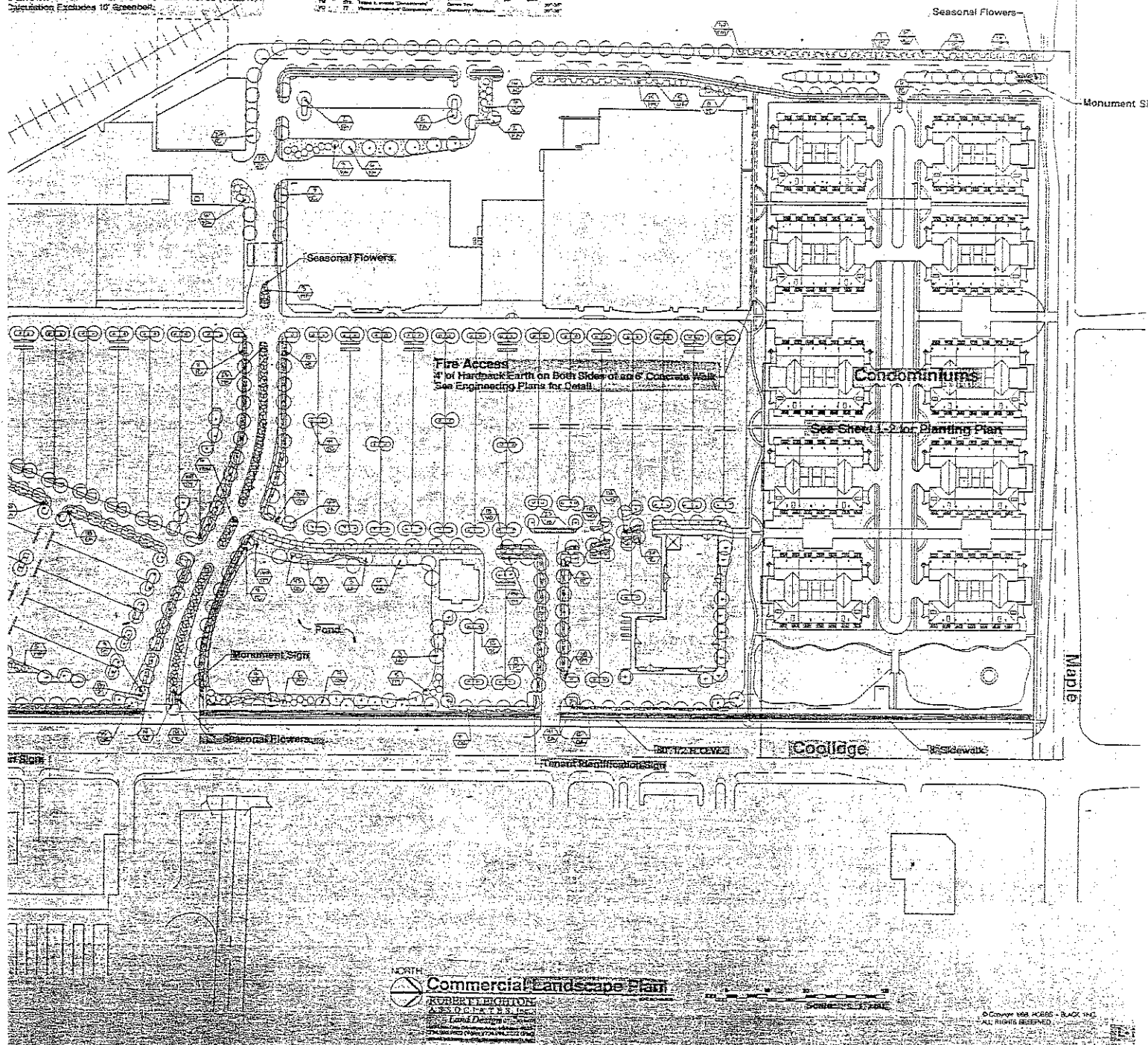
9.70 Acres

Excludes 10' Greenbelt

9.84 Acres (16.25%)

Plant List

Number	Plant Name	Quantity	Notes
1	Small Tree	100	See Notes
2	Small Tree	100	See Notes
3	Small Tree	100	See Notes
4	Small Tree	100	See Notes
5	Small Tree	100	See Notes
6	Small Tree	100	See Notes
7	Small Tree	100	See Notes
8	Small Tree	100	See Notes
9	Small Tree	100	See Notes
10	Small Tree	100	See Notes
11	Small Tree	100	See Notes
12	Small Tree	100	See Notes
13	Small Tree	100	See Notes
14	Small Tree	100	See Notes
15	Small Tree	100	See Notes
16	Small Tree	100	See Notes
17	Small Tree	100	See Notes
18	Small Tree	100	See Notes
19	Small Tree	100	See Notes
20	Small Tree	100	See Notes
21	Small Tree	100	See Notes
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23	Small Tree	100	See Notes
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26	Small Tree	100	See Notes
27	Small Tree	100	See Notes
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31	Small Tree	100	See Notes
32	Small Tree	100	See Notes
33	Small Tree	100	See Notes
34	Small Tree	100	See Notes
35	Small Tree	100	See Notes
36	Small Tree	100	See Notes
37	Small Tree	100	See Notes
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39	Small Tree	100	See Notes
40	Small Tree	100	See Notes
41	Small Tree	100	See Notes
42	Small Tree	100	See Notes
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64	Small Tree	100	See Notes
65	Small Tree	100	See Notes
66	Small Tree	100	See Notes
67	Small Tree	100	See Notes
68	Small Tree	100	See Notes
69	Small Tree	100	See Notes
70	Small Tree	100	See Notes
71	Small Tree	100	See Notes
72	Small Tree	100	See Notes
73	Small Tree	100	See Notes



NORTH



Commercial Landscape Plan

KURETTE ELLIOTT

A.S.C.P. & A.L.S.

1000 Land Design - 2000

1000 Land Design - 2000

1000 Land Design - 2000

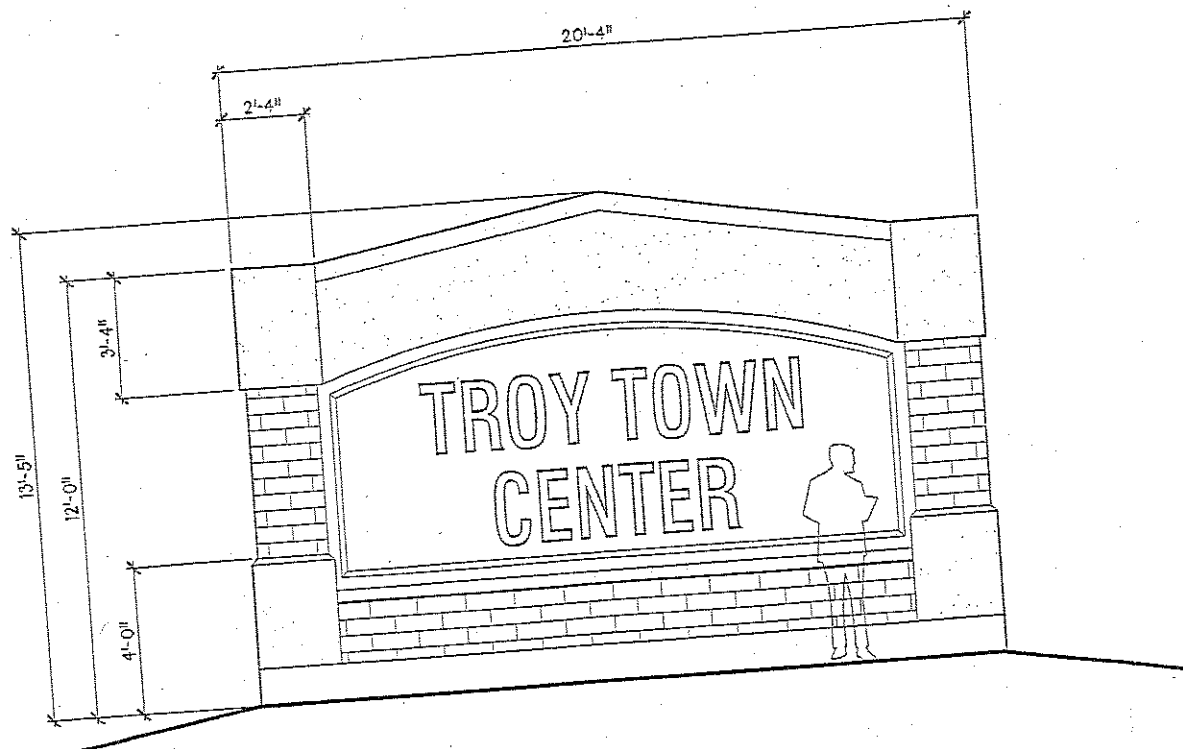
1000 Land Design - 2000

Scale: 1" = 10'-0"

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Sheet Number: _____



MONUMENT SIGN ELEVATION
1/16" = 1'-0"

HOBBS & BLACK ASSOCIATES, INCORPORATED

ARCHITECTURE • PLANNING • INTERIOR DESIGN

EXHIBIT P

BUILDING WALL SIGNAGE

Area

The total combined area of all wall signs for each tenant shall not exceed 10% of the front area of structure or tenant area. Each tenant shall be permitted a minimum of one wall sign not to exceed the outlined area defined for that space. The signs must be located on the face or faces of the area occupied by the tenant. (See Troy City Code, Chapter 78, Signs, Article 9.02.04, Section B)

Signage shall be allowed on each building elevation with exposure either to a street, drive or an area designated for customer parking. All building wall signage shall be considered as a whole when determining the total sign area. This area shall not exceed the maximum as defined above.

The frontage that includes the primary customer entry to the tenant space shall determine the primary elevation for calculating the front area. This area shall be calculated by multiplying the horizontal length of the frontage by the vertical height of the frontage wall. (Ibid. Article 2.02.05)

The area of a wall sign shall be computed as if it were framed by a border consisting of horizontal and vertical lines touching the outer limits of the sign and extending not more than one foot from smaller sign elements. Individual sign elements that together form a composite sign shall be considered separate for calculation purposes. At no time will individual letters be recognized as individual signage elements unless representing a company logo. The manner of submitting each signage element to the city for review and permit, either individually or as a whole, shall be left to the discretion of the owner. (Ibid. Article 8.01.03)

Signs located beneath or in the interior of the parking structure shall be considered 'Interior Building Signs' and shall not require permit or be included in the overall signage areas.

100 NORTH STATE STREET, ANN ARBOR, MICHIGAN 48104

TEL: 734-663-4189 FAX: 734-663-1770

e-mail: architects@hobbs-black.com web: www.hobbs-black.com

ANN ARBOR

• LANSING •

TOLEDO

The area for directional and/or tenant signage located on the face of the parking structure and used to denote primary entry points into the parking structure shall not exceed 750 s.f. at any one location. Each primary entry point shall be allotted a minimum of one sign.

Height

There shall be no minimum or maximum height restrictions for wall signage except as those set forth by the signage ordinance in which the wall signage shall not exceed the parapet and/or roof heights. (Ibid, Article 2.02.05)

- End of Exhibit J -

**TROY DAZE MINUTES
AUGUST 20, 2002**

Called to order at 7:37PM by Bob Berk

Present:	Bill Hall	Dave Swanson
	Jim Cyrulewski	Tonya Perry
	Jeff Biegler	Dick Tharp
	Cele Dilley	Robert Preston
	Cindy Stewart	Cheryl Whitton Kaszubski
	Xin Li	Bob Berk
	Steve Zavislak	Bob Matlick
	Sue Bishop	Kessie Kaltsounis

Chairpersons & Guests:	Tom Kaszubski	JoAnn Preston
	Daniel P. O'Brien	Tom Tighe
	Tarcisio Massaini	Dave Lambert
	Tom Connery	Leonard Bertin
	Bob Broquet	Jeff Winiarski
	Mike Gonda	Lois Cyrulewski
	Jen Tabor	Diane Mitchell
	Scott Wharff	Tom Schramski
	Barbara Samuels	Marilyn Musick
	Joann Jones	Mike Flesher
	Linda Hannon	Cindy Kmett
	Gail Anderson	

Secretary Report – Motion by Cheryl, second by Bill, and carried, to accept July minutes.

New Business – VOLUNTEER OF THE YEAR – Nominations are due by mid September. Motion by Sue, second by Jim, and carried, to nominate Kessie Kaltsounis as the Troy Daze nominee.

Old Business – MEETING WITH CITY COUNCIL – No meeting.
UPDATE ON CONTRACTS – PURCHASE ORDER STATUS – All set.

At 7:55PM, motion by Cheryl, second by Jim, and carried, to adjourn.

Next Troy Daze Advisory Committee meeting September 3, 2002 at 8PM, followed by Festival Committee meeting, both following the 6PM Booth meeting.

POLICE AND FIRE COMMISSION (ACT 78)

MINUTES

Tuesday, September 10, 2002 - 7:30 AM

Call to Order: Chairman McGinnis called the meeting to order at 7:35 AM in the Lower Level Conference Room of the Troy City Hall - 500 W. Big Beaver Road, Troy, Michigan 48084.

Roll Call: **PRESENT:** Chairman Donald E. McGinnis, Jr.
 Commissioner David C. Cannon
 Commissioner Patrick Daugherty
 ABSENT: None

Also Present: Peggy Clifton, Human Resources Director, Captain Gary Mayer, Lieutenant Gerry Scherlinck, Officer Steve Brandimore, Sharalyn Arft, Human Resources Specialist, Deputy City Clerk Barbara Holmes, Craig Lange, Lange & Cholak, P.C., and Catherina M. Castiglione

Approval of Minutes of December 13, 2001:

Moved by Cannon
 Seconded by Daugherty

RESOLVED, That the Minutes of the meeting of December 13, 2001, be approved.

Yes: All-3

There was a consensus of the Commission to move forward New Business Item – Appointment of Civil Service Member for Term to Expire: April 30, 2008.

New Business:

(a) Appointment of Civil Service Member for Term to Expire: April 30, 2008

Moved by McGinnis
 Seconded by Cannon

RESOLVED, That Patrick Daugherty be reappointed as the Civil Service member of the Police and Fire Commission (Act 78) for a term scheduled to expire, April 30, 2008.

Yes: All-2

Petitions and Communications:**(a) Request for Postponement of Act 78 Appeal Hearing – Catherina M. Castiglione**

Craig Lange, Lange & Cholack, P.C. advised that he has practiced before the Michigan Employment Relations Commission for many years and that requests similar to Ms. Castiglione's request to postpone the Act 78 Civil Service hearing until an apparent unfair labor practice charge against the Troy Police Officers Association is resolved may remain unresolved for at least a period of one year or more.

Chair McGinnis suggested that Ms. Castiglione reconsider her request based upon this information.

Ms. Castiglione agreed that she would like to consult her attorney.

Commissioner Cannon disclosed that he served as an instructor at the academy that Ms. Castiglione attended and recalled that she was a student in at least one of the classes that he taught.

Mr. Lange advised that he would take Commissioner Cannon's disclosure under advisement.

Moved by McGinnis
Seconded by Daugherty

RESOLVED, That adjournment be granted for the adjournment of merit of the Act 78 Appeal Hearing for Catherina M. Castiglione; and

BE IT FURTHER RESOLVED, That a hearing date be sent as soon as possible.

Yes: All-3

Chair McGinnis noted that the Commission is in receipt of a request from Bradley W. Kucyk and requested that the hearing be set for the same date as Ms. Castiglione.

Old Business: None

Adjournment: The meeting was adjourned at 7:50 AM.

Donald E. McGinnis, Jr., Chairman

Barbara A. Holmes, Deputy City Clerk

LIBRARY ADVISORY BOARD MINUTES - FINAL

SEPTEMBER 12, 2002

ITEM # 1 The Chairman, David Cloyd, called the meeting to order at 7:35 P.M., on Thursday September 12, 2002.

ITEM # 2^{3/4} ROLL CALL **PRESENT:** David Cloyd
 Lynne Gregory
 Nancy Wheeler
 Audre Zembrzuski
 Steve Zhang, Student Representative

STAFF: Brian Stoutenburg, Library Director

Motioned by Gregory
 Supported by Zembrzuski

MOVED, TO EXCUSE JOANNE ALLEN CARRIED.

Yeas: 4 — Ayes. Cloyd, Gregory, Wheeler, Zembrzuski

ITEM # 3 APPROVAL OF MINUTES OF MEETING OF AUGUST 8, 2002.

Motioned by Zembrzuski
 Supported by Cloyd

MOVED, TO APPROVE THE MINUTES OF THE MEETING OF AUGUST 8, 2002 AS WRITTEN.

Yeas: 4 — Ayes. Cloyd, Gregory, Wheeler, Zembrzuski

ITEM # 4 APPROVAL OF AGENDA.

Motioned by Gregory
 Supported by Zembrzuski

Yeas: 4 — Ayes. Cloyd, Gregory, Wheeler, Zembrzuski

MOVED, TO APPROVE AGENDA CARRIED.

ITEM #5 ^{3/4} POSTPONED ITEMS ^{3/4} None.

ITEM #6 REGULAR BUSINESS

Youth Services Department Tour. Michele McQuaid, who coordinates the Youth Services Area gave an overview of responsibilities and then a tour of the department.

Suburban Library Cooperative Board Meeting. The Troy Public Library Board will rotate out for one year of having a direct representative on the SLC Board. Lynne Gregory, as the outgoing representative was invited to the annual meeting so that the SLC Board could express their appreciation for his services on October 28, 2002.

Staffing Organization. The list of descriptive words about the Library's Organizational Culture was reviewed.

ITEM #7 ³/₄ REPORT AND COMMUNICATIONS

Board Member comments. Zembrzuski reaffirmed that computer games other than educational ones in YS should not be part of the Library's services. She commented on the high level of our piano performances, and suggested we consider the ability for patrons to checkout materials in YS particularly when the library is very busy. She also made mention of how nice it is to have a book in which patrons can write comments about the displays and exhibits. Cloyd pointed out the continued diversity in the library, which strongly speaks for the need to further develop the International Collection. It was suggested that perhaps the Friends could recruit students to help with the book donations that are crowding the hallway at times.

Monthly Reports (August). Circulation for the month of August compared with the same time period a year ago showed an increase of 8.3%. There was an increase in Patron visits by 3.6%. Program attendance was down 19.5 %. The number of library programs offered was up 27%. Participants in the Adult Summer Reading Program totaled 165, up 63% from last year. Young Adult participation doubled over the previous summer to 130 participants, and 900 children completed the Youth Services Summer Reading Program, up 40% from last year.

Staff Changes.

New: Julia Bondarenko, Library Assistant; Sangeetha Mohanraj, Page
Resigned: Chelsea T. Zaug, Page
Terminated: Naseem A. Hashim, Page

Gifts. Two gifts totaling \$75.00 were received.

Informational Items. September TPL Calendar

Contacts and Correspondence. 19 written comments from the public were noted.

Public Participation. There was no public participation.

Motioned by Zembrzuski
Supported by Gregory

MOVED, TO CHANGE THE NEXT MEETING TO OCTOBER 17, 2002 CARRIED.

Yeas: 4 — Ayes. Cloyd, Gregory, Wheeler, Zembrzuski

The Library Advisory Board meeting adjourned at 8:50 P.M.

Respectively submitted,

Brian Stoutenburg
Library Director

PARKS AND RECREATION ADVISORY BOARD

Minutes of October 10, 2002

Present: Larry Jose, member
John Goetz, member
Tom Krent, member
Janice Zikakis, member
Carol K. Anderson, staff

Ida Edmunds, member
Jeff Stewart, member
Meaghan Kovacs, member
Stuart Alderman, staff

Absent: Doug Bordas, Kathleen Fejes, Orestes Kaltsounis, Deanna Ned, Jeff Biegler

A motion by Tom Krent, supported by Ida Edmunds, that the minutes from September 19, 2002 be approved as submitted.

AYES: All

Nays: None

MOTION CARRIED**NEW BUSINESS**

- A. New Member – Meaghan Kovacs is the newest member of the Parks and Recreation Board. We welcome her and look forward to her ideas.
- B. Pesticide Use – A memo by Jeff Biegler was part of the agenda packet and addressed pesticide use. The pesticides that are used in the parks for mosquito control have a growth regulator in it that keeps the mosquito in the larvae stage. Pesticides reduce the insect population but do not eliminate it.

OLD BUSINESS

- A. Golf Course – Erosion controls will be monitored weekly. Some hydro seeding is done. Nine holes have been shaped. Carol Anderson will set up a tour for those members that are interested.

Staff Reports

Recreation Report – Pass holder membership is increasing. We're adding new activities in the evening such as badminton. We have personal trainer packages now. Our first special event at the pool – Scavenger Hunt – will be held later this month. Two Girl Scout groups have expressed interest in a "lock-in" at the Community Center.

Community Center Update – The new sign is up. Glass installation is almost complete. The playground will be complete in two weeks. The electrical is currently being installed and then the drywall will go up.

Parks Report – The Oakland County Drain Commission approved use of the Nelson drain field for a Cricket Field. Currently, there is a practice pitch at a park site on Garry St.

Absent members, Doug Bordas, Kathleen Fejes and Orestes Kaltsounis were excused.

Meeting adjourned at 8:30 p.m.

Respectfully submitted,

Mary Williams

The Traffic Committee meeting was scheduled to meet at 7:30 p.m. in the Lower Level Conference Room at Troy City Hall on October 16, 2002. The meeting was not held because of the lack of a quorum.

Members present were: John Diefenbaker
Ted Halsey
Robert Schultz

Members absent were: Eric Grinnell
Jan Hubbell
Richard Kilmer
Charles Solis

Also present: Dale Zygnowicz, 6370 Elmoor
David Hipp, 4815 Rambling
Geoff Hutchison, Kasco, 26075 Woodward, Huntington Woods
Robert Swickle, 5280 Hale
Keith & Karen Fillmore, 5292 Hale
Christopher Mann, 4269 Wentworth
Tim McGee, 3871 Woodman Drive
Jim Schultz, 4771 Squirrel Hill Drive
Fr. Ed Belczak, 4580 Adams Road
Robert R. Luycky, 2452 Loch Creek Way
Joan Vogel, 2934 Timberwyck
Michael Tauscher, 2915 Orchard Trail
Thomas Leone, 2906 Timberwyck
Peter Daly, 2960 Timberwyck

and Lt. Robert Rossman, Troy Police Department
Lt. Robert Matlick, Troy Fire Department
John Abraham, Traffic Engineer
C. Neall Schroeder, Civil Engineer

LIBRARY ADVISORY BOARD MINUTES - DRAFT

OCTOBER 17, 2002

ITEM # 1 The Chairman, David Cloyd, called the meeting to order at 7:30 P.M., on Thursday October 17, 2002.

ITEM # 2^{3/4} ROLL CALL **PRESENT:** JoAnne Allen
 David Cloyd
 Lynne Gregory
 Audre Zembrzuski
 Steve Zhang, Student Representative
 STAFF: Brian Stoutenburg, Library Director

Motioned by Gregory
 Supported by Allen

MOVED, TO EXCUSE NANCY WHEELER CARRIED.

Yeas: 4 — Ayes. Allen, Cloyd, Gregory, Zembrzuski

ITEM # 3 APPROVAL OF MINUTES OF MEETING OF SEPTEMBER 12, 2002

Motioned by Zembrzuski
 Supported by Allen

MOVED, TO APPROVE THE MINUTES OF THE MEETING OF SEPTEMBER 12, 2002 AS WRITTEN.

Yeas: 4 — Ayes. Allen, Cloyd, Gregory, Zembrzuski

ITEM # 4 APPROVAL OF AGENDA WITH ADDITION OF D1. SLC REPORT

Motioned by Zembrzuski
 Supported by Allen

Yeas: 4 — Ayes. Allen, Cloyd, Gregory, Zembrzuski

MOVED, TO APPROVE AGENDA CARRIED.

ITEM #5 ^{3/4} POSTPONED ITEMS ^{3/4} None.

ITEM #6 REGULAR BUSINESS

Technical Services Department Tour

Barbara Rutkowski, who coordinates the Technical Services Area gave an overview of responsibilities and then a tour of the department.

ITEM #7 ¾ REPORT AND COMMUNICATIONS

Board Member comments.

Cloyd mentioned reading a newspaper article about the café's new management. He also mentioned that the computers were running very slowly this evening. Zembrzuski said that she had compliments on the Breyer Horse display.

Friends of the Library

Allen reported that Manpower and the Friends had teamed up to solicit donations for books for Youth Services. The Friend's President was meeting with Chrysler to see if they would participate. On October 27th, the Friends will be holding a special book sale to try to reduce their inventory and raise funds for the Library. An effort is being made to increase membership, and information may be included in the Spring's water bill mailing.

SLC Report.

Gregory reported that changes in the Standards and Procedures Policy had been made in regards to timing of overdue notices. The Lost Materials Policy was updated as to how member libraries would handle collected funds. The Personnel Policy was updated in regards to vacation leave. A Warren Patron wanted SLC to provide her with homebound services, a service that they do not provide. A new SIRSI release was downloaded.

Monthly Reports (August). Circulation for the month of September compared with the same time period a year ago showed an increase of 17.5%. There was an increase in Patron visits by 17.9%. Program attendance was up 42.2 %. The number of library programs offered was up 25.4%.

Staff Changes.

New: Darlene Thurston, Library Assistant

Gifts. None.

Informational Items. October TPL Calendar, MLA Michigan Libraries (September/October), Oakland County Library Board Minutes (July 24, 2002).

Contacts and Correspondence. 26 written comments from the public were noted.

Public Participation. There was no public participation.

The Library Advisory Board meeting adjourned at 8:35 P.M.

Respectively submitted,

Brian Stoutenburg
Library Director

October 29, 2002

TO: The Honorable Mayor and City Council

From: John Szerlag, City Manager
Gary Shripka, Assistant City Manager/Services
Mark F. Miller, Planning Director

SUBJECT: ANNOUNCEMENT OF PUBLIC HEARING NOVEMBER 18, 2002/REZONING APPLICATION (Z-684) – M-1 to R-C, Big Beaver Business Park, west Side of Bellingham Road, South of Big Beaver Road and West of John R Road, Section 26.

RECOMMENDATION

The rezoning request to R-C is consistent with the City of Troy Future Land Use Plan and compatible with existing land uses and zoning districts. The 15.81-acre parcel across Bellingham to the east, was rezoned from M-1 Light Industrial to R-C Research Center on June 5, 2000. The application is consistent with this recent rezoning.

The Planning Commission recommended approval of the rezoning request on October 8, 2002. City Management concurs with the Planning Commission and recommends approval of the request to rezone the property from M-1 Light Industrial to R-C Research Center.

GENERAL INFORMATION

Name of Owner / Applicant:
Liberty Property Trust.

Location of Subject Property:
The property is located on the west side of Bellingham Road, south of Big Beaver Road and west of John R Road, section 26, (Sidwell 88-20-26-200-079).

Size of Subject Parcel:
19.7 acres.

Current Use of Subject Property:
The property is currently vacant.

Current Zoning Classification:
M-1 Light Industrial District.

Proposed Zoning of Subject Parcel:
R-C Research Center District.

Proposed Uses and Buildings on Subject Parcel:

The application states that the proposed uses will be “research, design, engineering and office uses in accordance with the principle permitted uses and uses subject to special conditions”. The proposed buildings will be “single and multi-story buildings similar in elevation to those existing within the park”.

The applicant has provided a Master Site Plan which includes three buildings on the property: a 37,300 square foot building, a 27,500 square foot office building and a building with a 38,400 square foot shop area and 52,100 square foot engineering office.

Current Use of Adjacent Parcels:

North: Industrial use.

South: Industrial use.

East: Office/research use.

West: Industrial use.

Zoning Classification of Adjacent Parcels:

North: M-1 Light Industrial.

South: M-1 Light Industrial.

East: R-C Research Center.

West: M-1 Light Industrial.

ANALYSIS

Range of Uses Permitted in Proposed Zoning District and Potential Build-out Scenario:

The range of uses permitted within the R-C Research Center District is less intense than the uses permitted within the M-1 Light Industrial District.

Vehicular and Non-motorized Access:

The property fronts on Bellingham. There is a 5-foot wide sidewalk on the east side of Bellingham.

Potential Stormwater and Utility Issues:

The applicant will be required to provide stormwater detention. No stormwater or utility issues are anticipated at this time.

Natural Features and Floodplains:

The Natural Features Map indicates that there are woodlands and wetlands in the southwest portion of the property.

Compliance with Future Land Use Plan:

The Future Land Use Plan designates this area as Light Industrial/Research. The Research designation in the Future Land Use Plan correlates with the R-C Zoning District in the Zoning Ordinance.

cc: Applicant
File (Z-#684)
Planners (4)

CITY OF TROY





LIBERTY

PROPERTY TRUST

September 10, 2002

Mr. Mark F. Miller
Planning Director
500 West Big Beaver Road
Troy, Michigan 48084

Re: Preliminary Environmental Impact Statement
Big Beaver Business Park – Parcel # 20-26-200-079

Dear Mr. Miller:

Liberty Property Trust will be petitioning the Troy City Planning Commission to amend the Troy Zoning Ordinance for the parcel listed above from M-1, Light Industrial to RC Research Center District. A Preliminary Environmental Impact Statement will be submitted to the Planning Department per the Zoning Ordinance 07.12.00.

Please present this proposal to the Troy City Council and ask them to consider our formal request to designate the remaining 18 acre site within the Big Beaver Business Park to a Research Center District. It is our belief that this rezoning effort will allow Liberty Property Trust to attract and direct future business residents that are significant members within the automation and high-tech community to this area.

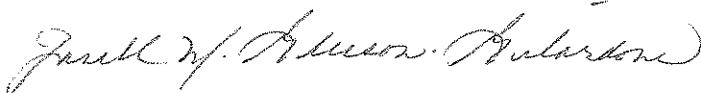
Presently, within the confines of the Big Beaver Business Park reside impressive businesses that have brought positive results to the area. Liberty Property Trust wishes to continue this tradition to maintain similar character and use. It has been our experience in the past two (2) years that the marketplace is not responding to the light industrial climate. Our strategy remains, that a change in zoning is appropriate to accommodate completion of this corporate park.

Liberty Property Trust and the City of Troy have been extremely successful working concurrently throughout these past years to achieve the desirable balance within the business community of beauty and function, an essential cornerstone on which the city is built. We look forward to continuing a mutually beneficial relationship in the near future.

We invite you to direct any questions or concerns related to this matter without hesitation. Should you be in need of further information, please contact our office.

Respectfully submitted,

Liberty Property Trust



Janell M. Gleeson-Gilardone
Development Project Manager

5. PUBLIC HEARING - PROPOSED REZONING (Z-684) – Proposed Big Beaver Business Park, South side of Big Beaver, West of John, Section 26 – M-1 to R-C 19.7 acres

Mr. Savidant presented a summary of the Planning Department report for the proposed Big Beaver Business Park.

Mr. Storrs asked how does the Planning Department reconcile the additional loss of the M-1 zoning for future development? We've changed an awful lot of M-1 zoning to R-C. We don't have much M-1 left.

Mr. Savidant stated that it is true that it is a loss of 19 acres of M-1 light industrial; however, R-C is an industrial related zoning. It is compatible with M-1 in that respect.

Mr. Storrs stated his concern was that if we are going to try and provide a full range of jobs for the citizens of Troy, seems like we need some M-1.

Mr. Chamberlain stated that Mr. Storrs should visit our current M-1 that is built up and there are a tremendous amount of realty signs on them.

Mr. Storrs stated that we have an economic problem right now.

Mr. Chamberlain stated that's true; however, we still have a large quantity of M-1 regardless of whether this 19 or 20 acres goes away. Remember, it was an airport.

Mr. Waller stated that a waiver of a tree preservation plan apparently happened in 1999. Was there any provision in the ordinances of the City that this plan can be waived? If it's required when the ordinance was drafted, did it allow it to be waived?

Ms. Lancaster stated that the tree preservation plan falls within, basically, almost part of a Site Plan approval type of condition. In other words, if you had a requirement and you didn't comply with it, the Building Department would not have to give you a Certificate of Occupancy. Basically, it's not something that we deal with in terms, it's more or less a standard, it's not an ordinance as such, but it is a standard adopted by City Council. I am not sure altogether what this waiver includes. I imagine that a lot of the Tree Preservation Ordinances require deposits and tree tagging and making sure that certain requirements are met and possibly because of the site, it wasn't necessary in this particular case.

Mr. Waller stated that we recently had another circumstance where there was a waiver of a tree preservation plan and we also know that our tree preservation plan really is kind of misnamed because you go log them, make sure they are shown on a piece of paper, and then you cut them all down. So I just wanted to have this interchange made available for people who are interested.

Kevin Shay, 26957 Northwestern Highway #140, Southfield, stated he is the Regional Vice-President of Liberty Property Trust. The reason for the rezoning is to

broaden the opportunities for us to retain the strong industrial corporations that are already in Troy. We are here today in order to provide us the flexibility to keep some of those corporate headquarter type clients and engineering companies that need the combination between their headquarters and engineering and industrial uses in the same facility.

Mr. Waller stated there there's an interesting kind of tail on this request that goes off to the southeast. In the information that's given, you don't show it being used for a possible building and it's kind of like a teardrop that's been elongated. What are you going to do with that?

Mr. Shay stated that there is an easement that follows the creek, which is on the south side of the property, and that is a stand of trees. There really are no other trees on the property because it was an airport. That little teardrop is primarily in the flood plain. So, the only thing I could theoretically use part of it for would be parking. However, as a practical matter, there's very little I can do with it. I can't build a building on it. So it will most likely continue on forever as being what it is now.

Mr. Waller asked so it could be with trees, some picnic tables, it could be considered an amenity?

Mr. Shay agreed. That is something we had considered it for.

Public hearing opened and closed.

RESOLUTION

Moved by Littman

Seconded by Kramer

RESOLVED, that the Planning Commission hereby recommends to the City Council that the M-1 to R-C rezoning request, being 19.7 acres in size, located on the south side of Big Beaver Road and west of John R Road within Section 26, be granted.

Yeas:

Vleck
Wright
Kramer
Pennington
Waller
Chamberlain
Littman
Starr

Nays:

Storrs

Absent

Mr. Storrs stated he is concerned about the loss of M-1 zoning.

MOTION CARRIED



REZONING REQUEST
M-1 TO R-C
PROPOSED BIG BEAVER BUSINESS PARK
S SIDE BIG BEAVER, WEST OF JOHN R
SEC. 26 (Z-684))

REZONING REQUEST
M-1 TO R-C

10050 0 100 200 300 400 Feet



October 29, 2002

TO: The Honorable Mayor and City Council

From: John Szerlag, City Manager
Gary Shripka, Assistant City Manager/Services
Mark F. Miller, Planning Director

SUBJECT: ANNOUNCEMENT OF PUBLIC HEARING NOVEMBER 18, 2002/REZONING APPLICATION (Z-683) – R-1E to P-1 and E-P, Al-Zouhayli Office Building, North Side of Big Beaver Between Rochester Road and John R Road, Section 23.

RECOMMENDATION

The Planning Commission recommended approval of the rezoning request as submitted by the petitioner. City Management concurs with the Planning Commission and recommends approval of the rezoning request. The rezoning request is consistent with the Future Land Use Plan and is compatible with the adjacent land uses and zoning districts.

GENERAL INFORMATION

Name of Owner / Applicant:
Dr. Kheir Al-Zouhayli.

Location of Subject Property:
The property is located on the north side of Big Beaver between Rochester Road and John R Road, in section 23

Size of Subject Parcel:
The applicant's entire parcel is approximately 4.6 acres in size (not including right-of-way). The southern 1.6 acres is zoned O-1 Office Building. The northern 3 acres is zoned R-1E One Family Residential.

Current Use of Subject Property:
The property is currently vacant.

Current Zoning Classification:
The property is currently zoned R-1E One Family Residential.

Proposed Zoning of Subject Parcel:

The applicant is proposing to rezone a portion of the 3-acre parcel zoned R-1E. The north 398.76 feet (approximately 1.5 acres) is to remain R-1E. A 0.4-acre L-shaped portion is proposed for E-P Environmental Protection. The remaining 1-acre portion (approximately 329 feet north of the existing O-1 district limit) is proposed for P-1 Vehicular Parking.

Proposed Uses and Buildings on Subject Parcel:

The applicant has submitted a site plan for the proposed uses and building. The applicant is proposing a 2-story office building with approximately 20,862 gross square feet of office space.

Current Use of Adjacent Parcels:

North: Single family residential neighborhood.

South: Post office processing and shipping facility (south of Big Beaver).

East: Vacant.

West: Office Building and West Oak 1 and 2 Subdivision.

Zoning Classification of Adjacent Parcels:

North: R-1E One Family Residential.

South: M-1 Light Industrial.

East: O-1 Office Building and R-1E One Family Residential.

West: O-1 Office Building, P-1 Vehicular Parking and R-1E One Family Residential.

ANALYSIS

Range of Uses Permitted in Proposed Zoning District and Potential Build-out Scenario:

The P-1 Vehicular Parking district permits only off-street parking areas. The property rezoned to E-P Environmental Protection may be used as a land use buffer pursuant to Section 8.10.00 and 8.50.07 of the Zoning Ordinance. A detention pond may be designed as part of the land use buffer, if approved by the Planning Commission.

Vehicular and Non-motorized Access:

Access to the parcel will be provided from Big Beaver Road, a major thoroughfare.

Potential Stormwater and Utility Issues:

There does not appear to be any potential stormwater or utility issues associated with this application.

Natural Features and Floodplains:

The Natural Features Map indicates woodlands on the northern third of the property.

Compliance with Future Land Use Plan:

The Future Land Use Plan designates the subject property as Low Rise Office fronting Big Beaver Road and Low Density Residential to the north. The Planning Commission and City Council have interpreted the Future Land Use Plan over time. It appears that they have determined that the northern boundary of the O-1 Office Building for the subject parcel shall not extend more than 124 feet north of the O-1 district. However, the Buckeye Pipeline easement bisects the subject property and limits the single family development potential.

The following timeline illustrates the Planning Commission's recommendations and City Council's adoption of rezoning requests in the general area of the subject rezoning requests (see attached map):

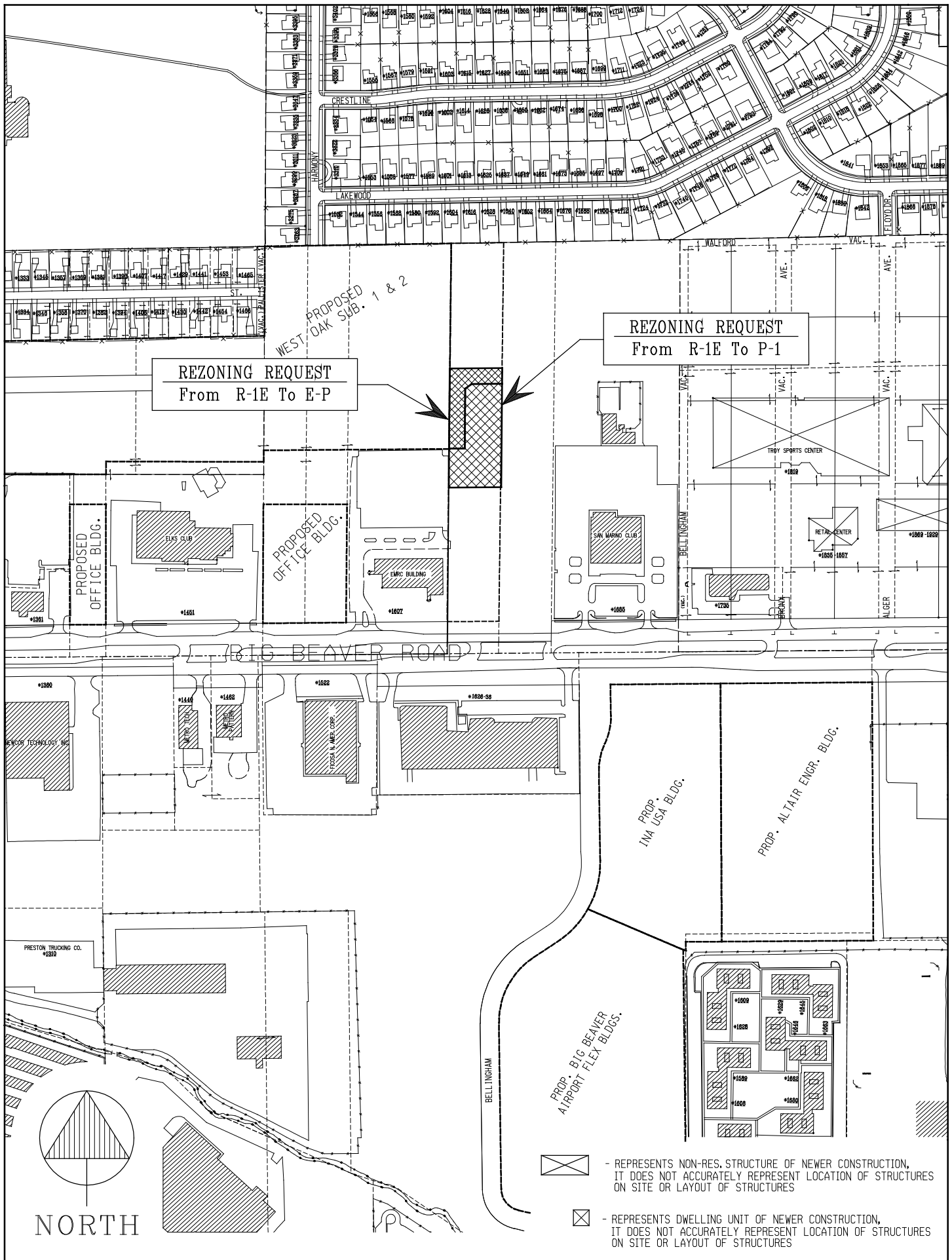
- On October 14, 1986, the Planning Commission recommended approval of rezoning a portion of the land located approximately 320 feet to the west, from R-1E to P-1, which would add 124 feet to the depth of the potential office site (File # Z-594). The motion stated that the rezoning would "enable reasonable and substantial low-rise office development in this area, while at the same time enabling residential development of the northerly portion of the subject property in a manner consistent with the Master Land Use Plan". The rezoning was approved by City Council on January 26, 1987.
- On February 10, 1987, the Planning Commission recommended approval of rezoning a portion of the abutting parcel to the west from R-1E to P-1, which would add 124 feet to the depth of the potential office site (File # Z-553). The motion stated that the rezoning would "enable reasonable and substantial low-rise office development in this area, while at the same time enabling residential development of the northerly portion of the subject property in a manner consistent with the Master Land Use Plan". The rezoning was approved by City Council on April 27, 1987.
- A portion of the San Marino Club property, the abutting property to the east, had originally been rezoned to P-1 in 1979. The P-1 zoning extended 124 feet north of the northern limits of the O-1 district, which at the time was consistent with the northern limits of O-1 on the applicant's parcel. On June 12, 2001, the Planning Commission recommended approval of rezoning a portion of the San Marino Club property from R-1E

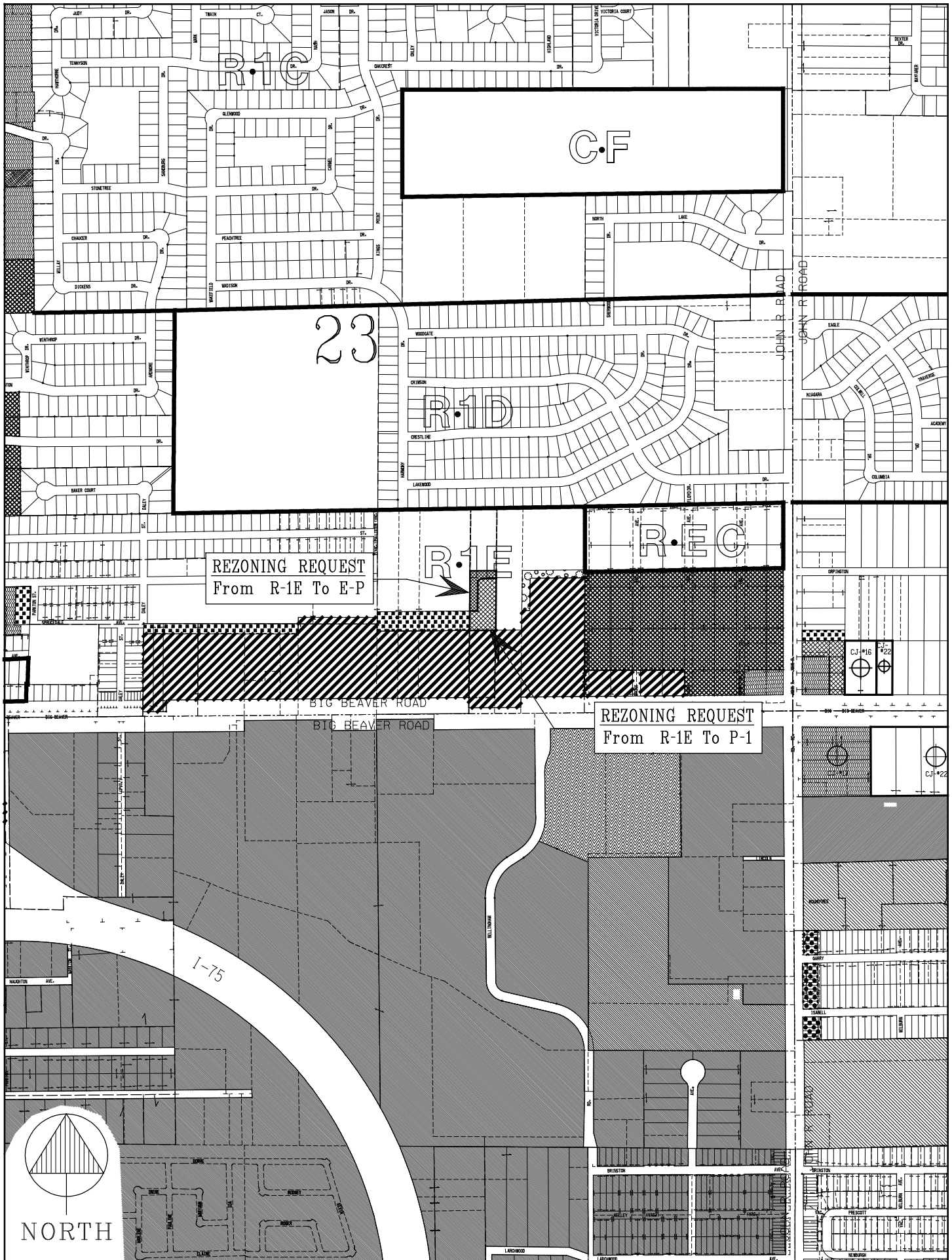
and P-1 to O-1, to allow the applicant to expand the existing business (File #Z-402). The recommendation was conditional on the northernmost and westernmost 50 feet of the area being rezoned to E-P Environmental Protection to serve as a buffer between the property to be zoned O-1, and the R-1E property to the north. The minutes reflect the intent to maintain the northern limits of the P-1 district, for property to the west of the San Marino Club. Extending the E-P district south to this line reflects this intent. Furthermore, the O-1 District was reduced by 10 feet (to the south) so as to be even with the northern boundary of the property to the east, which was zoned B-2. The rezoning was approved by City Council on July 23, 2001, as recommended by the Planning Commission.

cc: Applicant
File
Planners (4)

CITY OF TROY







**REZONING REQUEST
EAST BIG BEAVER ROAD
02-23-401-018**

Owner: Dr. Khier Al-Zouhayli
43700 Woodward Avenue, #202
Bloomfield Hills, MI 48302

Architect/
Planner: David Donnellon, AIA, AICP
Donnellon Swarthout Associates, Inc.
2151 Livernois, Suite 100
Troy, MI 48083

The rezoning request is for a combination of zoning districts that will make it feasible to develop the property consistent with adjacent parcels and at the same time respect the future development of the residential land use at the north end of the subject parcel. The combined zoning districts, especially the Environmental Protection district, is meant to act as a buffer between the parking on the subject parcel and the residential uses to the west on the adjacent parcel and to the north on the subject parcel. The EP zoning also mirrors what has been approved for the San Marino Club to the east. As a result, the residential zoning should wrap around the office, parking and landscaped portions of the subject parcel and be in line with the residential zoning designations that extend all of the way to John R on the east.

Based on the character of the land uses on the north and south portions of the properties that front on Big Beaver Road, the proposed zoning changes being requested for the subject parcel are both reasonable and acceptable. As a result, we would respectfully request that the Planning Commission offer a positive recommendation to City Council as outlined in this application.

4. PUBLIC HEARING - PROPOSED REZONING (Z-683) – Proposed Al Zouhayli Medical Office Building, North side of Big Beaver, West of John R, Section 23 – R-1E to P-1 (1.5 acres) & E-P (0.4 acres)

Mr. Savidant presented a summary of the Planning Department report for the proposed Al Zouhayli Medical Office Building.

Dave Donnellon, 2151 Livernois, stated he was the architect representing the owner of the property. In terms of the presentation that was just given he would recommend that that Commission look at Alternative “A” and the aerial photo. It is true that we are kind of mirroring what’s going on at the San Marino Club. In terms of the Land Use Plan, what we proposed is that E-P is a quality opportunity to separate business from residential. Although you do not have to have E-P adjacent to residential, he suggested to the owner that this is a benefit to the community.

Mr. Chamberlain asked what is the meaning of the diagonal lines on the drawing? What does that represent?

Mr. Donnellon replied, an underground pipeline and commented that this pipeline is beginning to impact this particular piece of property and the way you would be able to put houses on it. That’s another reason why we started to move the parking a little bit further back. We can utilize that area south of the pipeline and allow a little bit of that pipeline be the backsides of the lots, and then as you go further to the east, it could pick up and carry on and be more residential on the east side of our property.

Mr. Kramer asked, on the property between what’s controlled by the petitioner and the San Marino Club, if the P-1 zoning was extended on your property, that would pretty much lock in to the property to the east of your property as non-residential.

Mr. Donnellon replied it would. However, these are very narrow pieces of property.

Mr. Kramer asked, then what we’re looking at here is whether we want the northern end of those two (2) properties, the one before us tonight and the one to the east, to develop as non-residential. You could get in a double-loaded street if it stayed residential, but as you indicated, you would have residential backing up to more likely parking or O-1, without an E-P.

Mr. Donnellon replied, correct. Without the band of E-P it would require that the property to the east should be developed consistently so that the northern fifty (50) feet would be E-P and that E-P line would carry right through the San Marino Club down around to the west side of the subject parcel.

Mr. Waller asked, can you put any structure on top of the gas pipeline. Is a road a legitimate use above a pipeline?

Mr. Savidant replied that it is his understanding that you can place a road but not a building or a structure on top of it.

Mr. Waller stated that having that as a response, one of the things that would be potentially very difficult to do would be to develop residential lots in the northern area of the property. If the P-1 just goes straight across as shown in Alternative “A”, that potentially isolates some land on the south side of the diagonal pipeline that might make that particular area awfully hard to build in to meet Troy’s lot size and setbacks, etc.

Mr. Donnellon stated that’s especially true with the subject parcel although it’s less true with the parcel to the east. But in combination as you head further east, the so-called pattern that is already set to the east is kind of being spilled over just a little bit and we have the most difficult parcel to develop residentially. One or the other of these two patterns come into play.

Mr. Wright stated that if we were to follow Alternative “A” at least three (3) and possibly four (4) of those residential lots would be unbuildable because of that gas pipeline. He stated that he personally feels that it makes more sense the way the petitioner has presented it.

Public hearing opened and closed.

Mr. Chamberlain stated that there are a few alternatives that exist. One of the things he thought should have been brought to the Commission by either the petitioner or the City on Alternative “A” was how would you put a lot down in there off the roads built on the land to the west and develop this as single-family residential. If we need to do that or if we need that in our records, we need to table this. I’m not sure we need to table this because if we agree with the developer, his recommendation on how he wants to rezone this would probably fit better on this pipeline, we can go forward on that. If we are not for that and we look at Alternative “A”, he would want to have City Staff or someone look at how we would build this thing before we make a decision.

Mr. Kramer asked the petitioner about the E-P buffer he is proposing, is it consistent with the E-P size or depth that exists at the San Marino Club?

Mr. Donnellon replied, that’s correct.

Mr. Waller asked Mr. Donnellon about his drawing and that the petitioner shows that E-P starting at the eastern property line comes straight west and then is on a 45 degree down the pipeline boundary and then drops south before it turns and goes to the west edge. So that corner would be cut off and would be part of E-P?

Mr. Donnellon replied, that’s correct. Everything over the pipeline would be E-P.

Mr. Waller stated that means there’s even more area that could be used by the people behind.

Mr. Starr asked the petitioner if he knows approximately how large a building they could put on with Alternative “A” and how large a building on his recommendation?

Mr. Donnellon replied he believed it to be 15,000 square feet on Alternative “A” and 22,000 square feet on the submitted site plan.

Mr. Kramer asked if that limitation was based on the size of the lot and the setbacks or based on the parking?

Mr. Donnellon replied that it was based on the parking.

RESOLUTION

Moved by Waller

Seconded by Pennington

RESOLVED, that the Planning Commission hereby recommends to the City Council that the R-1E to P-1, being 1.5 acres in size, and to E-P, being 0.4 acres in size, rezoning request, located on the north side of Big Beaver Road and west of John R Road within Section 23, be granted as submitted by the petitioner and that the E-P run as indicated by the drawing dated 10-8-02, Rezoning Request, Dr. Kheir Al-Zouhayli, Option for North portion of property Remaining R-1E, Single Family Residential.

Mr. Littman stated that if we didn't do this rezoning as requested by the petitioner, we would end up with unbuildable land lots. He asked Mr. Savidant if he could bring to the Commission something that would show its potential of being developable, or is our assumption correct, that if we didn't rezone it, we would have useless pieces of land left? Useless in the sense that it wasn't buildable.

Mr. Savidant asked, is your question that we bring you a sketch to show you the build-up potential on that piece of property?

Mr. Littman replied, yes.

Mr. Savidant replied, we could. However, how much of it would be rendered unbuildable, we would have to wait and see what the sketch looked like based on the location of the pipeline.

Mr. Starr asked if in our motion, could we nail down that the E-P runs as drawing dated 10-8-02, Rezoning Request, Dr. Kheir Al-Zouhayli, Option for North portion of property Remaining R-1E, Single Family Residential indicates.

Mr. Chamberlain asked if Mr. Waller and Ms. Pennington agreed to that.

Mr. Waller and Ms. Pennington replied yes.

Mr. Kramer stated that because this is a recommendation to City Council, he would like to add to Mr. Waller's motion a couple reasons for our motion.

Mr. Waller and Ms. Pennington agreed.

RESOLUTION

Moved by Waller

Seconded by Pennington

RESOLVED, that the Planning Commission hereby recommends to the City Council that the R-1E to P-1, being 1.5 acres in size, and to E-P, being 0.4 acres in size, rezoning request, located on the north side of Big Beaver Road and west of John R Road within Section 23, be granted as submitted by the petitioner and that the E-P run as indicated by the drawing dated 10-8-02, Rezoning Request, Dr. Kheir Al-Zouhayli, Option for North portion of property Remaining R-1E, Single Family Residential for the following reasons:

That being that the E-P of this motion is consistent with the E-P area of the San Marino Club providing a future buffer to residential development to the north and the difficulty of developing the parcel as residential due to the pipeline crossing the northwest corner.

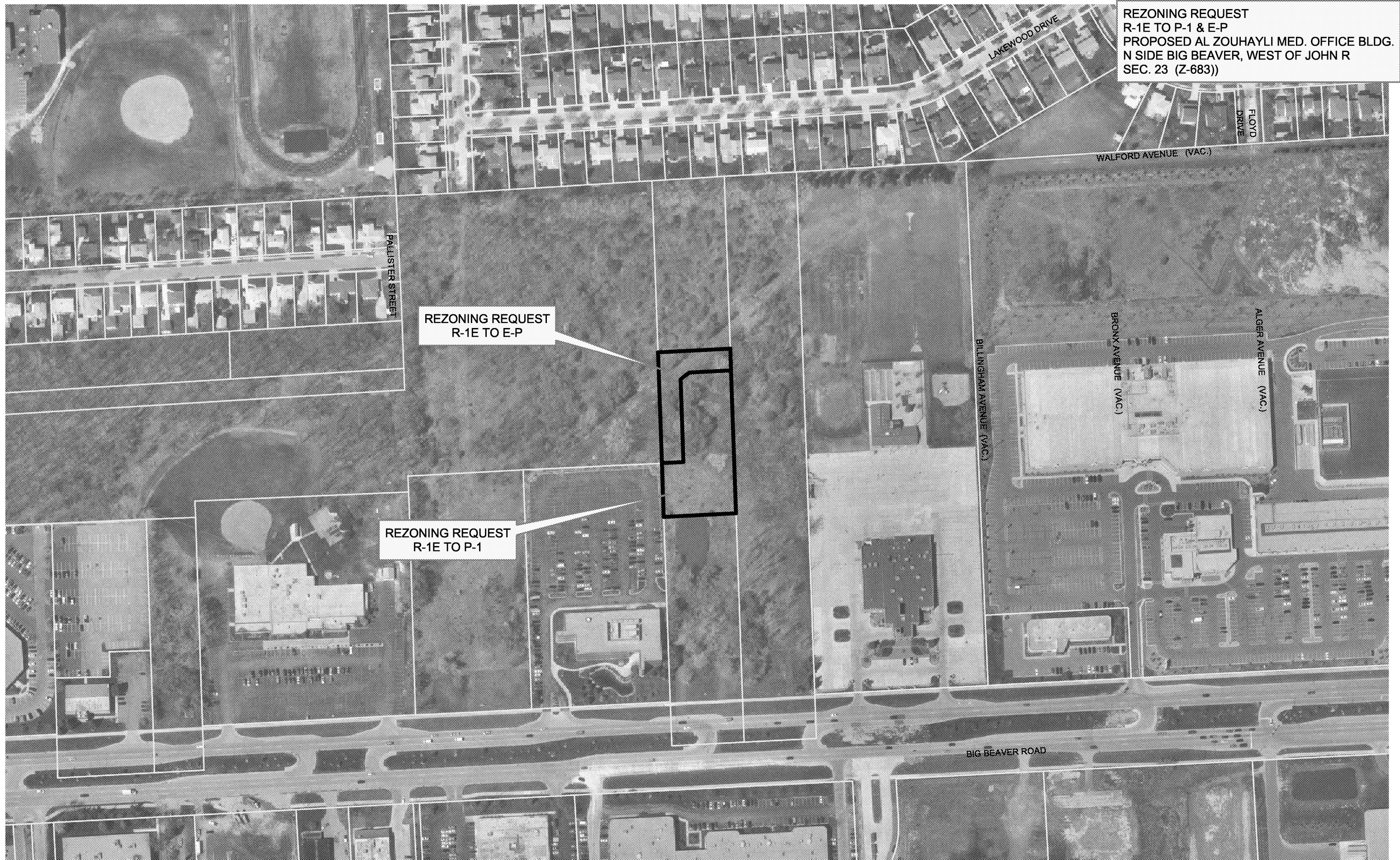
Yeas:

All present (9)

Nays:Absent

MOTION CARRIED

REZONING REQUEST
R-1E TO P-1 & E-P
PROPOSED AL ZOUHAYLI MED. OFFICE BLDG.
N SIDE BIG BEAVER, WEST OF JOHN R
SEC. 23 (Z-683))



100 50 0 100 200 300 400 Feet





Dear Mr. Craft,

Thank you so much for allowing officers Klute & Barrows to come to Woodland Elementary School with their dogs. Their knowledge & experience as K-9 officers really helped our first graders understand our 5 senses better. The officers put on a great program that was very interesting to the children! Warmly,
Mrs. Reynolds



Fire Department G-05b

500 West Big Beaver Road

Troy, Michigan 48084

Phone: 248-524-3419

Fax: 248-689-7520

October 11, 2002

Chief Charles T. Craft
Troy Police Department
500 West Big Beaver Road
Troy, Michigan 48084



Dear Charlie:

On behalf of the Troy Fire Department I would like to extend my appreciation to the Troy Police Department for your participation in our Fire Prevention Open House held October 6, 2002. I would particularly like to acknowledge the contribution of K-9 Officers Ed Klute and Mark Cole, as well as Officer Dan Clark from your Community Services Section.

The K-9 demonstration has always been an informative and entertaining exhibition for our event. As well, your Community Services Section provides a vital service to our community by fingerprinting our children and enhancing their safety. The participation of both groups has contributed greatly to the success of our Open House year after year.

Thank you, once again, for your continued cooperation and support. Please convey our gratitude to Officers Klute, Cole and Clark for the generous contribution of their time and effort.

Respectfully-

William S. Nelson
Fire Chief
TROY FIRE DEPARTMENT

WSN/th

Kmart Corp

A2H10

3100 W. BIG BEAVER

Troy, MI 48084

October 9, 2002

Attn: Traffic Division

52-4 District Court

520 W. Big Beaver

Troy, MI 48084

To Whom It May Concern:

On October 3, 2002 I was pulled over by a Troy officer on a motorcycle for going through a yellow light. The officer stated I could have stopped and that intersection was the most dangerous in Troy (16 & Crooks). I explained I went through because the road was wet and was afraid of sliding. He issued me a ticket and I said "I can't believe you are giving me a ticket" - I huffed and drove off late for work.

When I got to work I shared my experience with a few co-workers. Shortly after, one of them came to me and said there was a big accident on 16 & Crooks and an officer on a motorcycle was injured. I listened to the radio and sure enough it was true. I felt pretty awful - I'm sure this had to be the same officer that pulled me over. All he was doing was trying to enforce safe driving for everyone and he ends up in an accident.

I called the police station - they were unable to tell me the name of the officer but did say the one in the accident that morning was released from the hospital and was in good shape. Whether it was the same officer or not it doesn't matter, I just want to thank the officer who did pull me over because he was giving me life-saving advise. From the ticket it looks like his name is Officer McNab. Please thank him for me, I truly appreciate his dedication.

Thank you,


Laura Mertens

(Check Enclosed)

RECEIVED
Chief of Police
10/15/02 CTC

OFF. WILLIAM MC CABE

JOYCE VON DREHLE

October 11, 2002


Troy Parks & Recreations Department
500 West Big Beaver
Troy, MI 48084

To Whom It May Concern:

I'm writing to thank you for the wonderful plantings and display around the city. The colors and designs worked so well in each location and have given me great pleasure – especially when I'm waiting for a traffic light to change.

The contrast between Troy and surrounding cities is evident.

Sincerely,



Joyce von Drehle

1691 BRENTWOOD
TROY, MI 48098
248.641.7207
joyvond@atdial.net
FAX: 775.655.0602

25851 Rose Street
Roseville, Michigan
23 October 2002

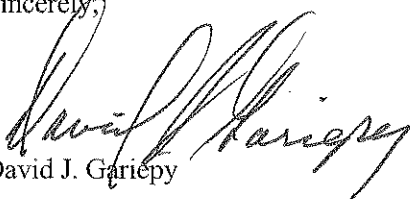
City of Troy
Department of Traffic Engineering
500 West Big Beaver Road
Troy, Michigan 48084

Attention: Mr. John Abraham

Subject: Pedestrian Safety Hazard.

Thank you very much for lowering the street sign on the northeast corner of Maple Road and Maple Lawn.
The walk signal is now clearly visible from the northwest corner, and I very much appreciate it.

Sincerely,



David J. Garipey

RECEIVED
OCT 25 2002
ENGINEERING

25851 Rose Street
Roseville, Michigan
14 October 2002

City of Troy
Department of Traffic Engineering
500 West Big Beaver Road
Troy, Michigan 48084

Attention: Mr. John Abraham

Subject: Pedestrian Safety Hazard.

As you know, the traffic signals at the intersection of Maple Road and Maple Lawn have recently been completely revamped. In the process the walk signal on the northeast corner of that intersection was repositioned in such a way that a street sign now obscures it from view by a pedestrian of average height (yours truly) when said pedestrian is standing on the northwest corner of the intersection and waiting to cross Maple Lawn. The result is that the pedestrian must use other means to determine when it is time to cross. As things now stand, one is not readily able to verify that having pressed the signal button has actually succeeded in activating the walk signal, and does not know whether or when motorists are notified of his or her intention to cross the street.

Since the development of the shopping complex across Maple Road, this has become a very busy intersection. There are always some "hot dog" drivers present, and I can testify that this intersection has also become a very dangerous one. Therefore, anything you can do to alleviate this problem would be greatly appreciated. My suggestion is that you either: a.) move the street sign, or b.) raise the walk signal to a height that will allow it to be viewed above the street sign.

Thank you!



David J. Gariepy

Res. Tel: (586) 771-7702 (after 4:00 PM)

Work Tel: (248) 643-2873 (until 3:25 PM)

RECEIVED

OCT 16 2002

ENGINEERING

[Faint, illegible text at the bottom of the page, likely bleed-through from the reverse side.]

INTERNATIONAL ASSOCIATION OF FINANCIAL CRIMES INVESTIGATORS



MICHIGAN CHAPTER PRESIDENT
Douglas W. Mills, Postal In: **G-05f**
USPIS, External Crimes (313) 221-
dwmills@uspis.gov

VICE PRESIDENT
Peggy Bogart, AVP Corp. Security
Flagstar Bank, (248) 312-5722
margaret.c.bogart@flagstar.com

SECRETARY/TREASURER
Kerri L. Moon, Card Investigations
Standard Federal Bank (517) 323-5260
kerri.moon@abnamro.com

October 21, 2002

Charles T. Craft
Chief of Police
500 W Big Beaver Road
Troy, MI 48064-5254

Dear Chief Craft,

The Michigan Chapter of the International Association of Financial Crimes Investigators (IAFCI) would like to recognize two members of your police department for excellent "Customer Service."

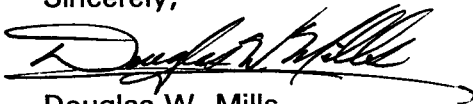
On October 17 and 18, 2002, the Michigan IAFCI Chapter hosted a fraud training seminar in Southfield, Michigan. Over 90 investigators attended the day and a half seminar. Nine speakers presented various topics which were beneficial to fraud investigators. One of the speakers was Officer Jay Reynolds. Officer Reynolds' presentation was titled "Report Writing for Law Enforcement." He was assisted with his PowerPoint presentation by Officer Kirk Linton.

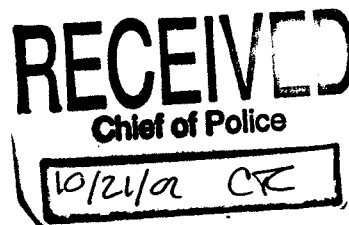
I reviewed evaluation forms turned in by seminar attendees. The presentation by Officers Reynolds and Linton received the highest marks of all the speakers' presentations. I personally received numerous comments that Jay Reynolds did a fantastic job of addressing ways to "document" a case. Many expressed appreciation for his presentation regarding local trends of Identity Fraud.

As the Michigan Chapter President and a participating member of the Detroit Metro Identity Fraud Task Force, I would like to personally acknowledge Officer Jay Reynolds' contributions. He has been a major contributor to numerous complex cases the task force has investigated, as well as providing invaluable support and knowledge to the monthly investigator meetings of the IAFCI.

Please accept our sincere thanks for allowing Officers Reynolds and Linton to be your representatives at this year's IAFCI training conference. These officers represented the Troy Police Department in a very professional and commendable manner.

Sincerely,


Douglas W. Mills
IAFCI Chapter President



John K Abraham

Subject: FW: 1/4 MEETING - ITS MI - F Y I

-----Original Message-----

From: Frank Cardimen [mailto:frankc@tiami.org]
Sent: Thursday, October 24, 2002 2:03 PM
To: John Abraham
Cc: Amy Beaupre; Dan Smedley
Subject: 1/4 MEETING - ITS MI AND RAILROADS

JOHN: Congrats on a wonderful meeting today. The feedback I got upon leaving was all very positive. Even an old guy like I am can learn something....and I did today.

Well done!


Regards...Frank

Mr. Abraham I want to thank you for the professional manner in which you ran the meeting yesterday. It was a real pleasure to be a part of it. I was wondering if you could email me the list of participants of the meeting and the power point presentation that Tim Hoeffner presented. While explaining to my boss the efforts being put forth to solve some of the problems with merging ITS for railways and ITS for roadways it just got our creative juices flowing. Our ITS department has a couple of whiz kids that we have a lot of confidence in and we want to give them the opportunity to view the presentation in more detail. Any consideration in this regard is greatly appreciated. Once again thanks for a great meeting and I'm looking forward to hearing from you
Bobby Barrow
District Sales Manager
National Sign and Signal Company
5131 Post Rd.
Dublin, Ohio 43017

I work as the Chairman of the program committee for the Intelligent Transportation Society of Michigan (ITS Michigan)..
--John A

November 2002

November 2002							December 2002						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
3	4	5	6	7	8	9	1	2	3	4	5	6	7
10	11	12	13	14	15	16	8	9	10	11	12	13	14
17	18	19	20	21	22	23	15	16	17	18	19	20	21
24	25	26	27	28	29	30	22	23	24	25	26	27	28
							29	30	31				

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
				November 1	2
					3
4	5	6	7	8	9
6:45pm Blue Sky Meeting (Council Boardroom) 7:30pm City Council-Regular (Council Chambers)	General Election 7:30pm Planning Commission-Study (Conference Room LL)	8:30am Building Code Board of Appeals (City Hall (LL)) 7:00pm Adv Comm Per/Disabilities (City Hall (LL))	10:00am Advisory Comm/Senior Citizens (Community Center)		10
11	12	13	14	15	16
7:30pm City Council Study Session (City Council Boardroom) 7:30pm Liquor Control Committee (Conference Room C)	7:30pm Planning Commission-Regular Session (Council Chambers) 7:30pm Historical Society (Community Center)	3:00pm Employee Retirement System (City Hall (C))	7:30pm Parks & Recreation Board (Community Center) 7:30pm Library Board of Trustees (Library)		17
18	19	20	21	22	23
6:45pm Blue Sky Meeting (Council Boardroom) 7:30pm City Council-Regular (Council Chambers)	7:30pm Board of Zoning Appeals (Council Chambers) 7:30pm Historic District Commission (City Hall (C))	7:30am Downtown Development Authority (Conference Room LL) 7:30pm Traffic Committee (City Hall (LL))			24
25	26	27	28	29	30
	7:30pm Planning Commission-Study (Conference Room) 7:30pm Historical Commission (Museum) 8:00pm Troy Daze (Community Center)		Thanksgiving-City Offices Closed		

10/31/029:55 AM

11/4 PH - Proposed Text Amend. - Environmental Provisions-Walls
11/18 PH - Proposed Text Amend - Open Space Preservation
11/18 PH - Rezoning App, Sec. 26
11/18/02 PH - Rezoning App, Sec. 23

December 2002

December 2002							January 2003						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	5	6	7	8	9	10	11
8	9	10	11	12	13	14	12	13	14	15	16	17	18
15	16	17	18	19	20	21	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28	29	30	31	
29	30	31											

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
					December 1
2	3	4	5	6	7
6:45pm Blue Sky Meeting (Council Boardroom) 7:30pm City Council-Regular (Council Chambers)	7:30pm Planning Commission-Study (Conference Room LL)	8:30am Building Code Board of Appeals (City Hall (LL)) 7:00pm Adv Comm Per/Disabilities (City	10:00am Advisory Comm/Senior Citizens (Community Center)		8
9	10	11	12	13	14
7:30pm Liquor Control Committee (Conference Room C)	7:30pm Planning Commission-Regular Session (Council Cha 7:30pm Historical Society (Community Center)	3:00pm Employee Retirement System (City Hall (C))	7:30pm Parks & Recreation Board (Community Center) 7:30pm Library Board of Trustees (Library)		15
16	17	18	19	20	21
7:30pm City Council-Regular (Council Chambers)	7:30pm Board of Zoning Appeals (Council Chambers) 7:30pm Historic District Commission (City Hall	7:30am Downtown Development Authority (Co 7:30pm Traffic Committee (City Hall (LL))			22
23	24	25	26	27	28
	Christmas-City Offices Closed				
	7:30pm Planning Commission-Study (Conference Room LL)				29
30	31				
	New Year-City Offices Closed				

10/31/029:55 AM

G-6

January 2003

January 2003						
S	M	T	W	T	F	S
5	6	7	1	2	3	4
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2003						
S	M	T	W	T	F	S
2	3	4	5	6	7	1
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
		January 1, 03 New Year-City Offices Closed	2	3	4
					5
6 7:30pm City Council - Regular Meeting (Council Chambers)	7	8	9	10	11
					12
13 7:30pm City Council - Regular Meeting (Council Chambers)	14	15	16	17	18
					19
20	21	22	23	24	25
					26
27	28	29	30	31	

10/31/029:55 AM

G-6

11/4 PM App
11/11 PM

11/18 PM
11/25 PM
12/2 PM
12/9 PM

October 21, 2002

To: Honorable Mayor and City Council

From: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Carol Anderson, Director of Parks and Recreation

Subject: Summer Concert Series

The Troy Parks and Recreation Department sponsored six summer concerts during the summer of 2002. The concerts were held at the Troy Civic Center on the lawn between the Library and the Court. Here are the direct costs associated with the concerts:

Bands	\$7395	Six bands at \$1150, \$450, \$1395, \$1500, \$900, and \$2000
Stage	\$1800	Six uses at \$300 per use
Equipment rental	\$845	Truck to transport stage
Parks labor	\$2700	15 full-time man-hours per concert
Printing	\$300	One page in the summer Troy Today
TOTAL	\$13,040	

Average cost per concert: \$2,173

Average attendance per concert: 243

Prepared by Carla Vaughan



October 29, 2002

TO: MAYOR AND MEMBERS OF CITY COUNCIL

FROM: LORI GRIGG BLUHM, CITY ATTORNEY

RE: EDS v. TROY, AUBURN HILLS, FLINT TWP., BUENA VISTA TWP.

EDS (Electronic Data Systems) unsuccessfully filed several appeals of their 1999 tax assessments with the tax tribunal. These appeals were filed against the City of Troy, City of Auburn Hills, Township of Flint, Township of Buena Vista, City of Swartz Creek, and the Township of Grand Blanc. These appeals were unsuccessful, in that they were not timely filed. Under state law, in order for a tax assessment appeal to be timely filed, it required either certified mail or filing at the tax tribunal on or before June 30. EDS mailed their petitions by first class mail, and they arrived at the Tax Tribunal on July 2, 1999. The Tax Tribunal dismissed the petitions, since they did not have jurisdiction to entertain these untimely appeals.

EDS then filed appeals of these dismissals in the Michigan Court of Appeals. The municipal communities collaborated their efforts to produce one brief that was filed on behalf of all involved communities. Some time after the briefs were filed, Grand Blanc and Swartz Creek were dismissed. (Upon information and belief, they reached a settlement, although it is unknown how the tax tribunal could accept the settlement when they didn't have jurisdiction over the matter.)

On behalf of the remaining communities, we (Auburn Hills attorney and myself) successfully argued the matter before the Michigan Court of Appeals. The Court of Appeals upheld the dismissal of the tax tribunal appeals, based on a lack of jurisdiction. A copy of this published decision is attached for your review.

If you have any questions concerning the above, please let me know.

STATE OF MICHIGAN
COURT OF APPEALS

ELECTRONIC DATA SYSTEMS
CORPORATION,

Petitioner-Appellant,

v

TOWNSHIP OF FLINT,

Respondent-Appellee.

FOR PUBLICATION

October 25, 2002

9:05 a.m.

Nos. 225610; 225686

Tax Tribunal

LC Nos. 00-272694; 00-269469

ELECTRONIC DATA SYSTEMS
CORPORATION,

Petitioner-Appellant,

v

CITY OF TROY,

Respondent-Appellee.

Nos. 225681; 225682; 225683

Tax Tribunal

LC Nos. 00-269471; 00-272695;
00-272696

ELECTRONIC DATA SYSTEMS
CORPORATION,

Petitioner-Appellant,

v

CITY OF BUENA VISTA,

Respondent-Appellee.

No. 225684

Tax Tribunal

LC No. 00-269978

ELECTRONIC DATA SYSTEMS,

Petitioner-Appellant,

v

CITY OF AUBURN HILLS,

Respondent-Appellee.

Nos. 225687; 225688; 225689;
225690

Tax Tribunal

LC Nos. 00-269969; 00-269964;
00-269967; 00-269968

Before: White, P.J., and Neff and Jansen, JJ.

JANSEN, J.

In these consolidated appeals, petitioner appeals as of right from the Tax Tribunal's orders dismissing petitioner's claims for lack of jurisdiction. We affirm.

In 1999, the respondent municipal entities involved in these appeals assessed certain personal property of petitioner that it believed was in excess of half of the true cash value. Petitioner sought to appeal the assessments to the Tax Tribunal and mailed its tax appeal petitions on June 30, 1999, by first-class mail. The Tax Tribunal received the petitions and filing fees on July 2, 1999. All respondents subsequently filed answers to the petitions. On October 14, 1999, the Tax Tribunal entered identical orders of dismissal in each case, which state:

The Tribunal, having reviewed the file in the above-captioned case, finds that the petition is untimely as it was not received by June 30 of the tax year involved or mailed by certified mail and postmarked on or before June 30 of the tax year involved as required by MCL 205.735. As such, the Tribunal has no jurisdiction of the property assessment(s) at issue, therefore,

IT IS ORDERED that the case is DISMISSED.

Petitioner subsequently moved for reconsideration or rehearing. The Tax Tribunal denied petitioner's motion in an order entered on February 14, 2000. Petitioner now appeals the Tax Tribunal's decision that it lacked jurisdiction to consider petitioner's claims because the petitions were untimely.

The standard of reviewing the Tax Tribunal's decision is set forth in our state constitution:

In the absence of fraud, error of law or the adoption of wrong principles, no appeal may be taken to any court from any final agency provided for the administration of property tax laws from any decision relating to valuation or allocation. [Const 1963, art 6, § 28.]

The statute at issue in this case, MCL 205.735(2), provides in pertinent part:

The jurisdiction of the tribunal in an assessment dispute is invoked by a party in interest, as petitioner, filing a written petition on or before June 30 of the tax year involved. Except in the residential property and small claims division, a

written petition is considered filed by June 30 of the tax year involved if it is sent by certified mail on or before June 30 of that tax year. In the residential property and small claims division, a written petition is considered filed by June 30 of the tax year involved if it is postmarked by first-class mail or delivered in person on or before June 30 of the tax year involved.

This case does not involve the residential property or small claims division; therefore, the written petition is filed by June 30 if it is sent by certified mail on or before June 30. In the present case, it is undisputed that petitioner mailed the petitions by first-class mail, not by certified mail, on June 30, 1999, and the Tax Tribunal received the petitions on July 2, 1999. Because the petitions were sent by first-class mail, in contravention of the clear statutory requirement, the Tax Tribunal considered the petitions to be filed on July 2, 1999, the date of receipt. The Tax Tribunal's decision in this regard is supported by 1999 AACCS, R 205.1205(1), which states in pertinent part:

An appeal, application for review, or any other proceeding is commenced by filing a petition with the tribunal within the time periods prescribed by statute. A petition filed with the entire tribunal shall be considered filed by June thirtieth of the tax year involved if it has been received by the tribunal by June thirtieth of the tax year involved or mailed by certified mail addressed to the tribunal on or before June thirtieth of the tax year involved.

Petitioner raises a myriad of arguments contending that the Tax Tribunal erred in determining that the petitions were filed untimely and dismissing the petitions for lack of jurisdiction; however, we find no error on the part of the Tax Tribunal. First, petitioner contends that the Tax Tribunal erred because its ruling is in contravention of our Supreme Court's ruling in *Pi-Con, Inc v A J Anderson Construction Co*, 435 Mich 375; 458 NW2d 639 (1990). There, the Court held that so long as the plaintiff sent timely notice that otherwise complied with the notice requirements of the public works bond act, MCL 129.207, and the plaintiff provided by a preponderance of the evidence that the defendant received timely notice, then the plaintiff's failure to send notice by certified mail would not preclude recovery on the bond. *Id.* at 378.

The rule of *Pi-Con* is not applicable to the present case because *Pi-Con* involved giving notice to a party under the public works bond act. The statute in the present case is not a notice statute, but is a jurisdictional statute that governs when and how a petitioner invokes the Tax Tribunal's jurisdiction. MCL 205.735(2) by its very terms—"[t]he jurisdiction of the tribunal . . . is invoked by a party in interest, as petitioner, filing a written petition on or before June 30 of the tax year involved"—is a jurisdictional statute. Both our Supreme Court and this Court have clearly stated that the time requirements contained in MCL 205.735(2) are jurisdictional in nature. *Szymanski v City of Westland*, 420 Mich 301, 305; 362 NW2d 224 (1984) (where the petitioners failed to file a petition with the Tax Tribunal within the time limits provided in MCL 205.735(2) and pointed to no other applicable provision granting them a longer time to do so, the Tax Tribunal was without jurisdiction to consider the petition and correctly dismissed it); *Aztec Air Service, Inc v Dep't of Treasury*, ___ Mich App ___, ___ NW2d ___ (Docket Nos. 224643; 225072, issued 6/26/2002)¹, slip op, p 2 (MCL 205.735(2) governs the procedure for perfecting

¹ This opinion was approved for publication on September 27, 2002.

an appeal and invoking the jurisdiction of the Tax Tribunal); *Florida Leasco, LLC v Dep't of Treasury*, 250 Mich App 506, 509; ___ NW2d ___ (2002) (because the petitioner sent its petition by certified mail within the applicable thirty-five-day deadline, the Tax Tribunal had jurisdiction over the appeal); *Kelser v Dep't of Treasury*, 167 Mich App 18, 20-21; 421 NW2d 558 (1988) (the Tax Tribunal did not err in granting summary disposition for the respondent based on lack of subject matter jurisdiction where the petitioner failed to timely file the petition); *Nomads, Inc v City of Romulus*, 154 Mich App 46, 52; 397 NW2d 210 (1986) (the Tax Tribunal did not err in ruling that the petition was not timely filed and that it was without jurisdiction to consider the petition); *Durkee Lakes Land Co v Clinton Twp*, 112 Mich App 595, 596-597; 316 NW2d 496 (1982) (the petitioner's failure to timely file a petition deprived the Tax Tribunal of subject matter jurisdiction).

To the extent that petitioner relies on *Paisley v Mullett Twp*, 4 MTTR 471 (1986), for the proposition that the statute is not jurisdictional, we are obviously not bound by a decision of the Tax Tribunal. Moreover, the Tax Tribunal's statements to the effect that the statute is not truly jurisdictional does not comport with the clear language of the statute itself and the holdings of our Supreme Court and this Court. We are obliged to follow the holding of *Szymanski, supra* at 305, where the Court held that an untimely filing under MCL 205.735(2) deprived the Tax Tribunal of jurisdiction to consider the petition and that the petition was properly dismissed.

Petitioner also highlights the fact that the Tax Tribunal raised the issue of untimeliness on its own motion about 3 ½ months after the petition was received. There was nothing improper about the Tax Tribunal raising the issue of lack of jurisdiction on its own. Defects in subject matter jurisdiction cannot be waived and may be raised at any time. *People v Erwin*, 212 Mich App 55, 64; 536 NW2d 818 (1995); *People v Richards*, 205 Mich App 438, 444; 517 NW2d 823 (1994). The lack of subject matter jurisdiction is so serious a defect in the proceedings that a tribunal is duty-bound to dismiss a plaintiff's claim even if the defendant does not request it. *Yee v Shiawassee Co Bd of Comm'rs*, 251 Mich App 379, 399; ___ NW2d ___ (2002). Indeed, having determined that it has no jurisdiction, a court should not proceed further except to dismiss the action. *Fox v Bd of Regents of the Univ of Michigan*, 375 Mich 238, 243; 134 NW2d 146 (1965), quoting *Lehman v Lehman*, 312 Mich 102; 19 NW2d 502 (1945).

Here, the Tax Tribunal merely applied the clear and unambiguous language of the statute to the case before it. There was no error in construing and applying the statute as written; indeed the Tax Tribunal was required to do so. *Pohutski v City of Allen Park*, 465 Mich 675, 683-684; 641 NW2d 219 (2002).

When faced with questions of statutory interpretation, our obligation is to discern and give effect to the Legislature's intent as expressed in the words of the statute. . . . We give the words of a statute their plain and ordinary meaning, looking outside the statute to ascertain the Legislature's intent only if the statutory language is ambiguous. . . . Where the language is unambiguous, "we presume that the Legislature intended the meaning clearly expressed—no further judicial construction is required or permitted, and the statute must be enforced as written." . . . Similarly, courts may not speculate about an unstated purpose where the unambiguous text plainly reflects the intent of the Legislature. . . .

When parsing a statute, we presume every word is used for a purpose. As far as possible, we give effect to every clause and sentence. “The Court may not assume that the Legislature inadvertently made use of one word or phrase instead of another.” . . . Similarly, we should take care to avoid a construction that renders any part of the statute surplusage or nugatory. [*Id.* at 683-684.]

We reject petitioner’s arguments that the Tax Tribunal gave a “hypertechnical” reading to the statute and that its construction and application of the statute is contrary to the spirit and purpose of the act. Our Supreme Court has made clear that where the statute is clear and unambiguous, which the statute is here with regard to filing a petition by certified mail, the statute must be applied as written and no further construction is required or permitted. *Id.* Therefore, the Tax Tribunal did not commit an error of law or adopt a wrong principle by applying a clearly and unambiguously worded statute to the case before it.

Petitioner also argues that it substantially complied with the statute by mailing the petition by first-class mail on June 30, 1999, rather than by certified mail and that the Tax Tribunal’s requirement of certified mail rather than first-class mail is an elevation of form over substance. As respondents counter, however, the statute clearly and unambiguously requires that the petition be mailed by certified mail and that there is a material difference between certified and first-class mail.

Certified mail is defined as “uninsured first-class mail requiring proof of delivery.” *Random House Webster’s College Dictionary* (1997). The United States Post Office, in its Domestic Mail Manual, describes certified mail as:

Certified mail service provides the sender with a mailing receipt, and a delivery record is maintained by the Postal Service. No record is kept at the office from which certified mail is mailed. No insurance coverage is provided. Certified mail is dispatched and handled in transit as ordinary mail.

It is evident that certified mail does two things that first-class mail does not: certified mail provides the sender with a mailing receipt and a record of delivery is maintained at the post office of address. These documents provide proof of mailing, while first-class mail provides no such proof, where the date of mailing the petition is crucial to establishing the date of filing and, therefore, invoking the Tax Tribunal’s jurisdiction.

Moreover, the Legislature actually expanded the definition of filing in favor of petitioners in response to this Court’s opinion in *General Motors Corp v Detroit*, 141 Mich App 630; 368 NW2d 739 (1985), where this Court held that a petition must be received, not merely mailed, to be considered filed to invoke the jurisdiction of the Tax Tribunal. At the time, the statute only provided that petitions had to be filed by June 30 of the tax year. In response, the Legislature amended MCL 205.735 through 1985 PA 95 and specifically defined “filing” to include where a written petition is sent by certified mail on or before June 30 of the tax year. See *Florida Leasco, supra* at 508-509 (the Legislature intended that filing would be effective upon either a certified mailing or actual delivery of a petition to the Tax Tribunal). Because the Legislature permits the filing of a petition by mail and defines the date of filing as the date the petition is mailed, rather than received, the requirement that the petition be sent by certified mail is not merely form over substance. If the Tax Tribunal never received the petition, or received it very

late, there is no proof of filing if the petition is sent by first-class mail and the Tax Tribunal would be susceptible to fraudulent claims that the petition was timely mailed, with no proof that it was. Certified mail protects all the parties and the Tax Tribunal because there is proof of mailing where the sender is given a receipt by the post office and a record of delivery is also kept at the post office.

Further, the Tax Tribunal did not err by “refusing” to exercise its equitable powers as petitioner maintains. The Tax Tribunal’s powers are limited to those authorized by statute, MCL 205.732; *Federal-Mogul Corp v Dep’t of Treasury*, 161 Mich App 346, 359; 411 NW2d 169 (1987), and the Tax Tribunal does not have powers of equity, *id.* Thus, the Tax Tribunal does not have the authority to grant a request for a delayed appeal. *Curis Big Boy, Inc v Dep’t of Treasury*, 206 Mich App 139, 142; 520 NW2d 369 (1994).

The Tax Tribunal did not fail to exercise its discretion by denying petitioner’s motion for reconsideration or rehearing. In this regard, 1999 AACRS, R 205.1247(4) provides:

Failure of a party to properly prosecute the appeal, comply with the rules, or comply with an order of the tribunal is cause for dismissal of the appeal or for the scheduling of a default hearing for the respondent. Upon motion made within 21 days of the entry of the order as provided by R 205.1288, an order of dismissal may be set aside by the tribunal for reasons it deems sufficient.

The Tax Tribunal fully considered petitioner’s motion for reconsideration or rehearing, found that petitioner had not demonstrated good cause to set aside the order of dismissal and explained why the petition was untimely. The fact that the Tax Tribunal did not grant the motion is not grounds for concluding that it failed to exercise its discretion.

Petitioner’s additional argument that respondents will suffer no prejudice and that petitioner will be severely prejudiced if the petition is reinstated is of no consequence. The untimely petition meant that the jurisdiction of the Tax Tribunal was never invoked and, as previously stated, subject matter jurisdiction can never be conferred by the parties, nor can defects in subject matter jurisdiction be waived. Having failed to properly invoke the jurisdiction of the Tax Tribunal, petitioner’s petition was properly dismissed.

Next, petitioner argues that if MCL 205.735(2) is upheld as a jurisdictional statute, then the certified mail requirement constitutes a deprivation of property without due process of law. We acknowledge respondents’ argument that this issue is being raised for the first time on appeal. However, our Supreme Court has stated that, generally, agencies exercising quasi-judicial power do not undertake the determination of constitutional questions or have the power to hold statutes unconstitutional. *Wikman v Novi*, 413 Mich 617, 646-647; 322 NW2d 103 (1982). Therefore, because the Tax Tribunal does not have the power to determine whether a statute is constitutional or not, we will address the merits of the issue.

Petitioner argues that the statute violates the Due Process Clauses of the United States and Michigan Constitutions (US Const, Am XIV; Const 1963, art 1, § 17) because the certified mail requirement has no reasonable relation to a legitimate state purpose and is unreasonable, arbitrary, and capricious. Under both constitutional provisions, no one may be deprived of life, liberty, or property without due process of law. In this regard, petitioner’s claim is one of

substantive due process, the underlying purpose of which is to secure the individual from the arbitrary exercise of governmental power. *People v Sierb*, 456 Mich 519, 523; 581 NW2d 219 (1998). The test for substantive due process is whether the law is rationally related to a legitimate governmental purpose. *Syntex Laboratories v Dep't of Treasury*, 233 Mich App 286, 290; 590 NW2d 612 (1998).

Here, the purpose of certified mailing is to provide a record of the date of mailing, because mailing is the event that invokes the jurisdiction of the Tax Tribunal, and to prevent stale claims. First-class mail does not provide any receipt showing when the mail is actually mailed by the post office. Certified mail provides the sender with a receipt and, therefore, acts as a time stamp for the petition. When the Legislature amended the statute to allow for certified mail delivery of petitions, it was clearly a benefit for the taxpayer because it allows those who live far from Lansing to not have to file a petition in person. Further, allowing the date of mailing, rather than the date of receipt, to constitute the date of filing is clearly a benefit to the taxpayer by allowing additional time to file a petition. Sending the petition by certified mail also protects the Tax Tribunal from fraudulent claims that a petition was timely mailed because it is the post office that provides a receipt for the sender. In this regard, all the parties are better protected by the requirement of certified mail because if the petition is never received, the sender has a receipt to prove that a petition had been timely filed and the appeal will not be lost because of a failure of the post office to deliver the original petition.

Therefore, we conclude that the requirement that petitions be filed by certified mail does not violate substantive due process. There is no deprivation of property without due process where a petitioner is simply required to mail a petition by certified mail or in person. The Legislature's requirement that the petition be mailed by certified mail is rationally related to its interest in having a record or proof of when petitions are filed because mailing the petition invokes the jurisdiction of the Tax Tribunal. For the same reason, we cannot conclude that the statute is unreasonable, arbitrary, and capricious. Accordingly, MCL 205.735(2) does not violate the Due Process Clauses of the federal or state constitutions.

Lastly, petitioner argues that if the statute is upheld as being jurisdictional, then it constitutes an unreasonable classification under the Equal Protection Clauses of the federal and state constitutions because the statute creates only one class of taxpayers that must use certified mail. We again note that this constitutional issue is being raised for the first time in this Court, but will address the merits because the Tax Tribunal does not have the authority to determine constitutional questions.

The Equal Protection Clauses of the United States and Michigan Constitutions provide that no person shall be denied the equal protection of the law. US Const, Am XIV; Const 1963, art 1, § 2. "The essence of the Equal Protection Clauses is that the government not treat persons differently on account of certain, largely innate, characteristics that do not justify disparate treatment." *Crego v Coleman*, 463 Mich 248, 258; 615 NW2d 218 (2000). While the Equal Protection Clauses require that persons in similar circumstances be treated alike, those "things which are different in fact or opinion [are not required] to be treated in law as though they were the same." *El Souri v Dep't of Social Services*, 429 Mich 203, 207; 414 NW2d 679 (1987), quoting *Tigner v Texas*, 310 US 141, 147; 60 S Ct 879; 84 L Ed 1124 (1940). Thus, the Equal Protection Clauses do not prohibit the state from distinguishing between persons, but require that

the distinctions that are made cannot be arbitrary or invidious. *Crego, supra* at 259, quoting *Avery v Midland Co, Texas*, 390 US 474, 484; 88 S Ct 1114; 20 L Ed 2d 45 (1968).

There is no dispute here that the rational basis test applies. Under this test, the legislation will be upheld as long as the legislation is rationally related to a legitimate governmental purpose. *Crego, supra* at 259. To prevail under this standard, the challenger must show that the legislation is arbitrary and wholly unrelated in a rational way to the objective of the statute. *Id.*, quoting *Smith v Employment Security Comm*, 410 Mich 231, 271; 301 NW2d 285 (1981).

The objective of the statute is to provide a means to invoke the jurisdiction of the Tax Tribunal, a reviewing agency. The purpose of requiring certified mail is to provide a record or proof of mailing, the act that invokes the jurisdiction of the Tax Tribunal. The statute does create two different classes: petitioners to the residential property and small claims division and all other petitioners. MCL 205.735(2). The residential property and small claims division has jurisdiction over claims involving residential property, any property where the taxable value or state equalized value in dispute is not more than \$100,000, or any dispute involving an amount of the tax in dispute of \$6,000 or less. MCL 205.762(1). With respect to the residential property and small claims division, the petitioner filing a written petition by June 30 of the tax year involved invokes jurisdiction. The petitioner filing in the residential property or small claims division can file either in person or if the petition is postmarked by first-class mail. MCL 205.735(2).

Petitioner does not claim that the classes of petitioners themselves are arbitrary or violative of the Equal Protection Clauses. Rather, petitioner argues that creation of taxpayers filing by certified mail and taxpayers filing by first-class mail is an arbitrary classification and is not reasonably related to a legitimate governmental purpose. Respondents note that distinctions based on the amount of controversy are commonplace and also jurisdictional. For example, there is a small claims division within the district courts with jurisdiction over controversies where the recovery amount would not exceed \$3,000, MCL 600.8401, and jurisdiction of the district courts is set at amounts not exceeding \$25,000, MCL 600.8301. Similarly, in the residential property and small claims division of the Tax Tribunal, this division has jurisdiction over cases where the tax amount is less than the other cases.

The fact that the statute creates a class of petitioners that may file by first-class mail (small claims division) and a class of petitioners that may file by certified mail (all other claims) is not arbitrary and capricious. The Legislature has created two different classes of petitioning taxpayers and amounts in controversy as creating jurisdiction are common. Based on the amount in controversy, where an appeal to the Tax Tribunal (not the small claims division) could have a very significant financial impact on the taxing unit, it is reasonable to require that a filing be done by certified mail, which provides a receipt to the sender and proof of delivery at the post office. Certified mailing protects against fraudulent claims that filings were timely because there is written proof from the post office regarding when the petition was filed. Further, certified mailings protect the parties from stale claims and protect petitioners if the petition is not actually delivered.

We conclude that MCL 205.735(2) is not unconstitutional because it survives the rational basis test under the Equal Protection Clauses. It is legitimate for the Legislature to require proof of mailing because that act invokes the jurisdiction of the Tax Tribunal, and, as we have set

forth, proof of mailing protects all the parties involved in the action. Therefore, the statute is rationally related to a legitimate governmental purpose.

Accordingly, petitioner has not shown that the Tax Tribunal's decision to dismiss the petitions for lack of jurisdiction is fraudulent, an error of law, or the adoption of a wrong principle and the decision is affirmed. Further, MCL 205.735(2) does not violate either the Due Process or Equal Protection Clauses.

Affirmed.

/s/ Kathleen Jansen
/s/ Helene N. White
/s/ Janet T. Neff



PRESS RELEASE

Contact: Cynthia Stewart
Community Affairs Director
500 West Big Beaver
Troy MI 48084
ph 248.524.1147
fax 248.524.0851

For Release: October 18, 2002

THE TROY FIRE DEPARTMENT EARNS ITS SIXTH CONSECUTIVE LIFE SAFETY ACHIEVEMENT AWARD

(TROY, MI) - The Residential Fire Safety Institute (RFSI) has presented the Troy Fire Department with the 2001 Life Safety Achievement Award. The 2001 Life Safety Achievement Award recognizes local fire prevention activities that contributed to reducing the number of lives lost in residential fires. The Troy Fire Department qualified for this award because it recorded ***zero fire deaths in structures***. This is the sixth consecutive year they have received this award since 1996.

"Experience tells us that fire prevention activity coupled with public education can significantly reduce life and property loss from residential fires", says Fire Chief Bill Nelson. "Prevention and education are very cost effective tools compared to the traditional approach of relying on fire suppression. The Life Safety Achievement Award recognizes fire departments for their fire prevention efforts and encourages them to continually improve those efforts."

Although residential fires in the United States account for 20% of all fires, they account for 80% of fire deaths. The RFSI is committed to reducing that number. A total of 1,106 fire departments in the U.S. and Iceland received the 2001 Life Safety Achievement Award.

For more information contact Lt. Chuck Riesterer, P.I.O. at 248.524.3586 or email at riestererc@ci.troy.mi.us.

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TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John M. Lamerato, Assistant City Manager/Finance & Admin.
Cindy Stewart, Community Affairs Director

SUBJECT: Mayor's Exchange

DATE: October 22, 2002

Previously discussed in April, Council asked that we revisit this topic in November. ***Would Council like to participate in Mayor's Exchange for May 2003?***

Mayor's Exchange takes place during Michigan Week, the third week of May. Troy would select or be paired with another municipality in Michigan. Council would visit that city one day and host their visit to Troy later in the week. City's often request visits to specific projects or programs that are of greatest interest within their own communities. These information and tour exchanges are of great value for considering new programs, projects, procedures or policies. The Mayors' Exchange Program is designed to be a learning experience for both partner cities.

The City of Troy last participated in this program with Novi in 1999. Attached is a copy of our itinerary. As you can see, Troy featured many of our wonderful amenities and major developments on our tour.

Question 1: Does City Council wish to participate in May 2003?

Question 2: If yes, would you prefer that 1) Troy enter into the Michigan Municipal League's blind exchange or 2) that staff contact target cities to schedule an exchange. If the latter – please express city profile (demographics, amenities, special projects, etc.) Council would like in an exchange city partner. This will assist staff in seeking out a suitable exchange partner.

Financial information

Funds would be allocated from the Community Affairs budget.

The cost for our last Mayor's Exchange (1999):

Breakfast	\$125
Lunch	560
Dinner	1060
Plaques	91
Mayor's Gifts	120
Trinkets	100
Bus (optional).....	650
<u>Staff Development & training</u>	<u>priceless</u>
Total	\$2706

TO: Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Charles Craft, Chief of Police *CC*
Gary Mayer, Support Services Captain *G. Mayer*

SUBJECT: Liquor Compliance Inspections

During October of 2002, the police department's Directed Patrol Unit conducted the third of three separate compliance test operations on the liquor license establishments in the city. The other tests were conducted in February and June of 2002. The tests specifically targeted sales of alcoholic beverages to minors. Class C, Resort Class C, Club, B-Hotel, off-premise SDD (Package Liquor) and SDM (Package Beer/Wine) license holders were inspected. Inspections were conducted in accordance with the police department's policy.

Of the establishments tested, three failed in February, one failed in June, and two failed in October. On each violation the sales agents were cited under local ordinance for Sale to Minor, and MLCC Violation Reports were filed on the business establishments themselves.

The following establishments were cited:

February 28, 2002

Rite Aid	1981 W. South Blvd	SDM
Hungry Howies	3615 Rochester	SDM
Rite Aid	3986 John R	SDD, SDM

June 25, 2002

7-Eleven	1650 Crooks	SDD, SDM
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October 11 and 16, 2002

Alibi Lounge	6700 Rochester	Class-C
7-Eleven	5020 John R	SDM

In addition, a MLCC initiated decoy operation resulted in a "Sale to Minor" violation at Spectadium (2511 Livernois) on March 23, 2002. This was reported to the police department in May, with a notation that a \$600.00 fine had been paid.

Those licensees that successfully rejected our enforcement aide's attempts to purchase alcohol have been recognized and congratulated by letter. A handful of licensees were not tested due to limited access.

In January 2003, we will review these violations, as well as others that may occur before years end, with the City Attorney's Office. Based on the review, a recommendation for Show Cause Hearings before City Council will be formulated. Traditionally, these hearings are held in February or March.

October 18, 2002

TO: Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Carol K. Anderson, Parks and Recreation Director

SUBJECT: Report and Communication - Loan of Art Works to Hope College

In 2000, the Kmart Corporation donated a large sculpture from the entrance of their Corporate Headquarters to the City of Troy. The sculpture, created by Michael Ayrton and known as *Corporate Head/Reflective Head*, will eventually be located on the Civic Center grounds. Along with the sculpture, the City received several small sculptures and drawings relating to the large Corporate Head piece. The smaller sculptures and drawings have been stored at the Parks & Recreation Department since they were received.

Jacob E. Nyenhuis, Professor of Classics and Provost, Emeritus Director for the A. C. Van Raalte Institute at Hope College, Holland, MI has requested approval to borrow the three (3) smaller sculptures and all six (6) drawings by Michael Ayrton. Professor Nyenhuis plans to include these works in an exhibition that will run from January 13, 2003 to February 7, 2003. The exhibition will take place at the DePree Gallery on the Hope College campus.

The list of works that are requested for loan to Hope College is as follows:

1. Reflective Head II: bronze maquette for Kresge Sculpture, dated 1971
2. Reflex II: bronze and Perspex sculpture, dated 1969
3. Contained Heads: bronze sculpture with interior heads, dated 1970
4. Kresge drawing: dated August 29, 1968
5. "Kresge Sculpture: Full Profile": drawing dated September 15, 1971
6. "Kresge Project Drawing I": drawing dated October 10, 1971
7. "Kresge Sculpture; Outside and Inside of Head": drawing dated October 10, 1971
8. "Kresge Sculpture: Oblique I": drawing dated October 27, 1971
9. "Kresge Sculpture: Main Oblique II": drawing dated October 28, 1971

Hope College will arrange for secure transportation of the works to the DePree Gallery and back to the City of Troy following the exhibition. The gallery's curator, Dr. John Montgomery Wilson will be on hand to supervise the packing and transport of the pieces. The gallery is climate controlled, with both fire and theft prevention devices in place for the security of the art works. Hope College has also provided \$100,000 insurance protection covering the pieces both on site and while in transit from the City to the gallery.

Staff fully recommends the loan of the three sculptures and six drawings, by artist Michael Ayrton to Hope College for display at the DePree Gallery from January 13, 2003 to February 7, 2003. Absent any objection, staff will prepare a loan agreement for City Council approval, which will be a Regular Business item for November 18, 2002.

Prepared by: Jeffrey J. Biegler

October 29, 2002

To: The Honorable Mayor and City Council

From: John Szerlag, City Manager
 Gary A. Shripka, Assistant City Manager / Services
 John M. Lamerato, Assistant City Manager/Finance and Administration
 William Need, Public Works Director
 Jeanette Bennett, Purchasing Director

Re: Report and Communication – Leaf Collection Program

Explanation Of The Program

Of the six (6) companies that expressed an interest in leaf collection, only one company, R. P.'s Lawn Service LLC, submitted an informal quotation to provide the service. One provision included in the quotation stated that if only one contractor responded, the price bid by this provider would establish the program cost should additional secondary suppliers want to participate in the program. This is similar to the procedure used to establish snow removal contractors after bids have been opened and awarded. R. P.'s Lawn Service LLC has provided the following pricing for the service:

Minimum Charge	\$20.00 for 1 st 15 minutes
Additional 15 Minute Intervals	\$25.00 for each additional 15 minutes

R. P.'s Lawn Service LLC uses vacuum type collection equipment that deposits the leaves into a dump truck for transportation to SOCRRA. R. P.'s Lawn Service indicated that they also utilize blowers, rakes, and shovels to clean up any residual debris from the lawn and street

Background:

Staff conducted two surveys to determine how a leaf program should be established. Appendix 1 summarizes leaf programs in SOCRRA communities. In-house programs are used in the communities where this service is provided. One community hires temporary seasonal employees during leaf season to complete the work.

Appendix 2 details a phone survey conducted to identify potential bidders for the program. Of the twenty-two (22) vendors called, six (6) companies expressed an interest in potentially putting together a program. One (1) company was already committed for this year, but was interested in any future solicitations.

Program Advertising:

The program description and program cost will be posted on the City's website and promoted on the City's channel, WTRY. Staff is also checking into other advertising venues, but distribution will be dependent upon cost considerations and timing issues.

Budget:

The recommended program includes a provision for the contractor to directly bill the resident. Therefore, City funds would not be used for this program. The hidden administrative costs for the program can be tracked and provided at a future date.



October 23, 2002

INVITATION TO QUOTE

The City of Troy is requesting quotations to establish a residential leaf removal program.

Quotations must be submitted on the enclosed quote form.

The City of Troy reserves the right to reject any quote for impropriety in the quote form. The City of Troy also reserves the right to accept or reject any or all quotes, or to accept or reject any portion of the quotes submitted should it be deemed in the City of Troy's best interest to do so.

The undersigned proposes to furnish a leaf removal program for the City of Troy in accordance with the attached specifications that are to be considered an integral part of this quotation at the following prices:

DESCRIPTION	PRICE
Minimum Charge – 1 to 15 minutes	\$ 15 minute interval
Additional 15 Minute Intervals	\$ / each additional 15 minute interval

IMPORTANT: All travel charges and call-out charges are to be included in the prices listed above.

PRICES: All prices quoted shall remain firm for the entire removal season through December 13, 2002.

SIGNATURE OF AUTHORIZED
REPRESENTATIVE _____

QUOTE STATEMENT: I have read and I understand the terms, conditions, and specifications of this quotation and agree to the requirements as written.

NAME: _____
(Please Print)

SIGNATURE: _____

COMPANY: _____

ADDRESS: _____

PHONE: (____) _____

FAX: (____) _____

Email: _____

DATE: _____

PLEASE RETURN THIS QUOTATION TO NANCY KUHA AT THE DPW YARD BY FAX (248-524-3520) OR HAND DELIVER TO 4693 ROCHESTER RD., TROY, MI 48085 BY 4:30 P.M., MONDAY, OCTOBER 28, 2002.

Specifications Contracted Leaf Removal Service

Page 1 of 2

DESCRIPTION OF PROJECT:

The City of Troy is interested in establishing prices for curbside loose-leaf collection services on an on-call, as needed basis for City of Troy residents. City of Troy residents will contact the successful contractor(s) to privately arrange for curbside leaf collection services at the prices established by this quotation process. All invoicing and payment is to be made directly between the resident and the contractor.

The City will publish a list of the vendors wishing to provide curbside loose-leaf collection services for our residents, but the City cannot guarantee the amount of residents, if any, who will contract for these services.

SCHEDULING:

City of Troy residents will contact the contractor directly to arrange for curbside loose-leaf collection services. The City will not schedule dates or times for the contractor. If a contractor wishes to establish a leaf collection schedule, the City will post that schedule on our website.

METHOD OF COLLECTION:

Residents will be instructed to rake their leaves to the end of their property, near the roadway. Each contractor will be responsible for determining the most appropriate method of leaf collection. The City prefers that the contractor use a vacuum type, or other loose-leaf collection method, but is not opposed to the contractor bagging the leaves ***provided they are in brown-kraft paper bags***. **The City does not allow leaves packaged in plastic of any type.**

The contractor may negotiate with a resident to do additional work without protest from the City. The price to do any additional work will be negotiated between the contractor and the resident, and the contractor accepts all responsibility for disposal costs.

LEAF DISPOSAL:

The City is under contractual obligation to transport all collected leaves to Southeastern Oakland County Resource Recovery Authority (SOCRRA). The City will provide SOCRRA with a list of approved contractors working within the scope of this service, and SOCRRA will bill the City directly for disposal costs within the following parameters.

The City will pay all disposal costs if:

1. The leaves are brought to the SOCRRA facility located at 991 Coolidge, between Maple and Fourteen Mile Roads.
2. The leaves are loose or are in kraft-brown paper bags.

The City will not pay the disposal cost if:

1. The leaves are not brought to the SOCRRA facility.
2. The leaves are packaged in any other manner than listed above, such as leaves packaged in plastic bags of any type.
3. There is any contamination, such as trash or tree branches, in the load causing the load to be rejected as compost.

The contractor will provide the City a report listing the date, address, and amount of leaves collected so that SOCRRA charges can be verified. This report shall be mailed or faxed to the City on a weekly basis. The fax number is (248) 524-3520.

CITY OF TROY LEAF COLLECTION PROCESS:

The City of Troy currently collects leaves packaged in kraft-brown paper bags or 35-gallon trashcans with yard waste stickers attached. Leaves packaged properly are collected each week on the resident's established trash collection day. The City does not collect loose leaves or leaves packaged in any other manner, including leaves in plastic bags.

LEAF COLLECTION TIME SCHEDULE:

Leaf collection runs each year from mid-October through mid-December. This year, leaf collection ends on December 13, 2002. The City will not pay for any disposal costs incurred after 12/13/02.

COMPLAINTS:

Any complaints made by a citizen of Troy to a Contractor or his/her employee shall be handled in a courteous and timely manner. The City shall be notified of all complaints.

PROPERTY DAMAGE:

It will be the Contractor's obligation to protect the resident's property from all damage. Any injury or damage shall be given remedial or corrective treatment. **The City shall be notified immediately of any property damage.**

AWARD:

There will be no award or contract established between the City of Troy and the contractors. The City will list and advertise selected contractors interested in providing curbside loose-leaf collection services for our residents.

If only one quote is returned, the City may work with that vendor and then contact the other vendors interested in the program to establish them as secondary suppliers for this service at the price established by the one bidder. If more than one quotation is received, the price of the lowest priced bidder will be established as the primary service provider, and other bidders will be listed as secondary, etc. to that bidder.

PRICES:

Prices established shall remain firm for the entire leaf collection season. In 2002, leaf collection is allowed from October 14 through December 13.

INSURANCE:

Your company must provide an insurance certificate in accordance with the attached sample certificate to qualify as a provider for the program.

QUESTIONS:

Please contact Ms. Nancy Kuha, Solid Waste Coordinator, at (248) 524-3399

Appendix 1

Survey of SOCRRA Communities

Community	Resident's responsibility during leaf collection season	Leaf vacuuming in-house or by contractor
Berkley	Residents rake leaves to curb. No bags of any type allowed during leaf collection season.	In-house
Beverly Hills	Residents package leaves in clear plastic or brown paper bags from October 14 through December 12.	
Birmingham	Residents living on curbed streets rake leaves to curb. Residents living on uncurbed streets package leaves in brown paper bags or cans with yard waste sticker. Clear plastic bags allowed, but not encouraged.	In-house
Clawson	Residents rake leaves to curb. Residents may also use paper compost bags or cans with yard waste sticker	In-house
Ferndale	Residents rake leaves to curb from October 15 – December 14. Residents may also use brown paper bags prior to October 15 or clear plastic bags after October 15.	In-house
Hazel Park	Residents rake leaves to curb. Yard waste, including leaves, put out in clear plastic bags is taken as trash.	In-house
Huntington Woods	Residents rake leaves to curb. No cans or bags of any type allowed.	In-house – hires temporary employees during leaf season
Lathrup Village	Residents rake leaves to curb. No cans or bags of any type allowed.	In-house
Oak Park	Residents rake leaves to curb. No cans or bags of any type allowed.	In-house
Pleasant Ridge	Residents may rake leaves to curb, use plastic bags, or brown paper bags.	In-house
Royal Oak	Residents may rake leaves to curb, use brown paper bags, or cans with yard waste sticker	In-house

APPENDIX 2 PHONE SURVEY SUMMARY POTENTIAL BIDDERS

Company	Leaf Collection Services	Pricing Recommendation
Metro Sweep Phone: 248-674-4458 x 121 Fax: 248-673-8535	Yes	Yards With Stated Minimum Chg
Supreme Sweeping Services Phone: 586-532-0780 Fax: 586-532-0688	Yes	Yard or Hours With Stated Minimum Chg
Torre & Bruglio Inc. Phone: 248-452-9292 Fax: 248-452-9293	Yes	Yards or Leafs / Hr. Include travel With Stated Minimum Chg
Tom's Landscaping Phone: 248-689-4080 Fax: 248-689-4034	Yes	Yards or Hours Either way Minimum?
Carp's Landscaping Phone: 248-682-2033 Fax: 248-682-2035	Yes	Lump Sum Price Minimum Charge not less Than \$100
RP'S LawnService Phone: 248-689-3347 Fax: 248-	Yes	Phone Message
FUTURE: Sierra Lawn & Landscape Inc. Phone: 586-566-5700 Fax: 586-566-0525	Yes	Quote by amount of leaves Minimum usually \$45 Quote as a lump sum
A & J Tree Service	No	
KDS Landscape	No	
Dynamite Landscaping	No	
Ceres Environmental	No	
Quality Lawn Equipment Inc	No	Try Metro Sweep
Davey Tree Expert	No	Sold Equipment
Owen Tree Service	No	
W. F. Miller	No	
Bushwackers Landscaping	No	
D & J Lawn	No	
All State Tree Service	No	
Branch Tree Service	No	
Greater Detroit	No	
Cal Fleming	No	
J. H. Hart	No	Try Carp's Landscape

REQUEST FOR INFORMATION

CURBSIDE LEAF REMOVAL

Vendor: Name: Address: Phone: Fax:	
QUESTIONS:	RESPONSES:
1. Does your company provide curbside leaf removal services? If no – do you have a suggestion as to what company may be interested in this type of work?	
2. Would your company be interested in quoting on a residential curbside leaf removal program for the City of Troy with invoicing to and payment by the residents?	
3. If yes – Is your company available this year or are you already Committed? Would you wish to submit a quote for this service sometime in the next year for 2003?	
4. Would you recommend the service to be provided on an on-call basis or can you suggest another method such as a weekly pickup day for a specific area?	
5. How would you price the service? Would there be any additional charges for travel? Would there be a minimum call-out charge? Note: We would want the pricing to be as simple and Problem free as possible to alleviate resident bill complaints to both the vendor and the City?	
6. Would your company have any problem if the City establishes the program with a primary and secondary service provider or if multiple providers are named?	
7. Do you have any other comments about such a program?	



Pam
Brady

Managing leaves on site can save Troy residents money

Troy is doing something slightly different for its residents' leaf collection this fall. They are taking leaves from the curb in two ways: garbage cans marked with the special "Yard Waste" or "Compost" sticker from the city of Troy (so that the waste haulers know that you have put leaves/grass in the container and not garbage); and/or brown Kraft paper bags available at various stores. Using plastic bags is no longer an option.

What's this mean to a Troy landowner?

Doing a little arithmetic, we quickly note that it will be a bit expensive to switch to paper for those who put out 50 bags/week of leaves in the fall due to the numbers of trees on their property.

Those paper bags cost about 40 cents each and at 50 bags/week, it will cost the homeowner \$20/week in bags alone. Ouch! And I don't think anybody would want to buy 50 garbage cans for that purpose, even if they are reusable. A few maybe, but not that many.

Storage alone would be a big problem for the rest of the year. Plastic bags cost about 10 cents each for a 50 bag sum of \$5. Big difference. So why the change in city policy?

It costs the city more this year to collect garbage as well as yard waste. Leaves in plastic bags cost more to dispose of because they have to be debagged first since plastic doesn't decompose in the compost windrows. The used bags then have to be landfilled. Lots of waste there, in time and plastic, fuel, and money. That's our money, too.

Want to save some money and be an environmental high scorer at the same time? Let's enter the discussion with the mindset that we are going to manage as many leaves on-site as possible. And they are going to be doing our gardens good in the bargain. There are several options. Any or all can be useful to the landowner.

1. Using a mulching lawnmower, we can mow the grass and leaves together. Collecting the combination and adding some soil or compost and enough water to make it moist like a wrung-out sponge, you have all the ingredients to make compost.

2. Cutting with that same mulching mower but not picking up the clips and leaves, we can fertilize the soil by leaving the clips and shredded leaves on the lawn. The leaves fall mainly near the trees they came from so we are returning to the soil near the tree roots the nutrients that the tree used to produce the leaves in the first place. Less need for tree fertilizer, adds micronutrients, saves time and money, no need for raking and bagging of the leaves. Is there anything bad there? I don't think so. They are decomposed completely in the spring.

3. Collect the dry leaves and store them away for use in the compost pile in the spring and summer when there'll be lots of grass clips. This will be the carbon or "brown" needed to balance the mix.

4. Spread the leaves, shredded or whole, on your cleared out garden beds and allow them to decompose over the winter. This also protects the soil from heaving and fracturing.

5. Save the leaves, shredded or whole, to use in the spring as mulch around your flowers and vegetables, shrubs, and trees. Mulch retains soil moisture, shades it from the sun, and adds nutrients as it decomposes. Pretty cool stuff, eh? And it's free.

These options are offered for your consideration. Saving money and doing good by the environment are two good reasons we ought to try them.

Pam Brady is a Troy resident who writes a monthly column for The Eccentric.

LETTERS

Knollenberg no friend to environment

In recent TV and radio ads, U.S. Rep. Joe Knollenberg is saying he is "for the environment." His past voting record proves this is not true. Talk is cheap, but the voting score-board shows what a lawmaker really supports or works

For many years, Rep. Knollenberg has voted consistently "anti-environment." Out of a possible 100 points for support, he has been rated a national "0 percent" by the League of Conservation Voters and the Sierra Club.

If elected, his opponent, David Fink, would be the new kid on the block. Perhaps those of us who care about Mother Earth could

influence his voting in favor of clean water and air, uncontaminated land and old growth trees.

Yes, there are existing laws for protecting our environment. However, these laws are being circumvented or ignored by our current administration.

Polly Bolke
Clawson

October 3, 2002

TO: Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Gary A. Shripka, Assistant City Manager/Services
Carol K Anderson, Parks and Recreation Director

SUBJECT: Skate Park Funding

At their study session on July 29, 2002, City Council authorized the use of a section of the parking lot north of the Community Center for a skate park. Council members favored the use of individual skate components (ramps, quarter pipes, wedges, spines, etc.) on a concrete slab, as opposed to a poured and formed all-concrete skate park, due to the ability for reconfiguration of portable components to keep the park fresh and challenging.

During the same meeting, Council asked staff to investigate financing options for construction of the skate park.

Staff contacted other municipalities throughout the country that had skate parks in their community to find out how those facilities were financed. A total of 14 cities were contacted with a variety of responses as to how the parks were funded.

MUNICIPAL FUNDS

Of those contacted, several listed their funding as being entirely borne by the municipality. Examples of these include a 35,000 square foot park in Albuquerque, New Mexico, 15,000 square foot facility in Ocean City, Maryland and a 35,000 square foot skate park in Chandler, Arizona.

Most municipalities supply a portion of the funding for their parks and make up the balance of the cost with private grants/donations. None of those surveyed employed user fees for the construction costs of their skate parks. The percentage of public funds used in the construction of skate parks surveyed is as follows:

Visalia, CA – 20%	Everett, WA – 50%
Alpena, MI – 40%	Colombia, MO – 60%
Oregon City, OR – 70%	St. Augustine, FL – 57%
Claremont, CA – 40%	Healdsburg, CA – 40%
Modesto, CA – 80%	Satellite Beach, FL – 50%
Puyallup, WA – 70%	

GRANT OPPORTUNITIES

Many of those contacted received grants for parts of their construction costs, although only one city, Satellite Beach, Florida, received a state grant. We have found no federal or Michigan state grant that will assist with funding skate park construction or operation. Community Development Block Grant funds may be available, although the requirement that an area be comprised of low income, or at risk youth may be a stumbling block. All other grant funds received by those contacted were small or moderate grants from corporations or businesses. The Tony Hawk Foundation provides grant money in the amount of \$1,000-\$25,000 to fund skate parks that are free to the public and that are professionally designed utilizing local skater input. The Tony Hawk Foundation also stipulates that parks for which they supply grant money be located in cities with large low-income populations.

PRIVATE/CORPORATE SPONSORSHIPS AND DONATIONS

The large category of funding solicited for skate park development is in the form of donations from businesses and corporations. These donations can be in the form of cash or a donation of building material or labor. Many of the cities contacted listed contributions of building materials or other necessary services such as surveying, design, or site work. They indicated that it is often easier for a company to donate materials or services than actual cash.

The City of Alpena, MI offers to donors who pledge \$100 or more their name on a sign located at the skate park. Donors of \$1,000 or more receive a plaque posted on the side of one of the skate features. Other ideas for recognizing donations are to post the names of the donors on the City's official website. This can mean a great deal of positive exposure for the company.

A well-designed campaign aimed at individual or corporate donors can raise a substantial amount of funding. The City of Modesto, CA raised \$40,000 (20%) of the total construction cost of their skate park. The City of Puyallup, WA is expecting to raise \$50,000 (30%) of their total skate park cost in private donations. The City of Visalia, CA secured major contributors such as a large mortgage company and the local hospital to raise 80% of the construction cost of their 24,000 s.f. skate park through community donations.

Fund-raising for a skate park does have its downside. Raising a sufficient amount of money can be a lengthy process, and requires a large output of time on the part of those involved with the soliciting of the funds. A skate park committee made up of members of the skating community, City representatives, and other interested individuals usually undertakes this task.

There may also be a concern over excessive signage at the park recognizing corporate sponsors and donors. We may not be able to exclude signs advertising companies or products that are not a desirable fit with youth recreation (tobacco, alcohol, etc.). The City Attorney's office is currently reviewing the legality of our ability to exclude any advertising companies. Also, companies that currently hold City contracts or who may compete for City contracts may feel an obligation to make a donation and/or that such a donation to a City skate park will give them a competitive advantage.

THE SKATE PARK COMMITTEE

All of those contacted stressed the importance of forming a Skate Park Committee comprised of skaters, parents, members of the business community, and representatives of the City. This group would be responsible for making the contacts necessary to solicit alternate funding outside the City's general fund, as well as, organizing and facilitating all fundraising campaigns.

INDIVIDUAL SKATE PARK COMPONENT COSTS

Council suggested that an individual, or company might be interested in donating a complete skate park component (ramp, rail, etc.), or portion thereof rather than just a monetary donation toward the total cost of the entire park. The name of the donor/donors could then be listed on a small plaque located somewhere on the structure.

A sample list of the various components that might comprise a typical 10,000 square foot skate park is attached to this report. While there are many manufacturers of skate park components with varying prices, this list will give a general idea of the cost of individual skate park components.

Additional items necessary for construction of a skate park that could be donated will include:

Quantity	Item	Estimated Cost
4	Benches	\$300 ea.
1	3-row bleachers	\$1200.00
10,000 s.f.	concrete slab	\$40,000.00
600 l.f.	perimeter fencing	\$6000.00
1	drinking fountain	\$1500.00
1	bike/skateboard rack	\$1000.00
2	picnic tables	\$500.00 ea.
Misc.	landscaping	\$5000.00

BUDGET AND TIMELINE

Total cost for this project is estimated at \$170,000.00. Funds are currently available in the Parks Capital account 401770.7974.130.

Following Council approval, bids for concrete slab and skate components will be sought. It is anticipated that construction will begin in spring of 2003, with completion of the skate park in June of 2003.

CONCLUSION

At the request of City Council, staff has contacted other municipalities throughout the country and found several methods for funding the construction of skate parks. They range from complete municipal funding for the entire project to a combination of City money, coupled with private/corporate donations and sponsorships. The process for raising funding outside the City for the project will require a great deal of time and commitment by City staff to facilitate a skate park committee, which would be vital to the fund-raising process.

In order to expedite the construction of a skate park to be installed in this fiscal year, staff recommends using the funds currently set aside in the Parks Capital account for construction of a 10,000 square foot skate park at the location in the parking area that was approved by Council.